



**PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT**

1301 E. Orangethorpe Avenue
Placentia, CA 92870
www.pyusd.org

Greg Plutko, Ed.D
Superintendent

Board Of Education
Judi Carmona
Carrie Buck
Carol Downey
Karin Freeman
Eric Padgett

May 16, 2019

**BID NUMBER 220-02
ALL DISTRICTS FUEL BID**

ADDENDUM NUMBER ONE (1)

Notice to Bidders

The following changes, omissions, and/or additions/deletions to the bid documents, specifications, terms and conditions, and forms of the bid shall apply to the bid. All parties interested shall take careful note of the addendum so that bidders submit accurate bids.

Bidder shall acknowledge receipt of this addendum in the bid documents and submit this document with their bid. In case of conflict, bid documents and the addendum shall govern.

1. Incorporate the attached Designation of Subcontractors list in the bid.
2. Each District participating in this bid will receive a separate Certificate of Insurance naming the District as the loss payee.

Donald Rosales
Director of Purchasing

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) the name and the location of the place of business for each subcontractor who will perform the work or labor or render service to the bidder in or about the work and (b) the portion of the work which will be done by each subcontractor. The bidder shall list only one subcontractor for each such portion as defined by the bidder in this bid.

Type of Trade, labor or service	Name of Subcontractor	Complete Address, City, Zip and Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder agrees that within twenty-four (24) hours of the bid opening, bidder shall provide the Districts with the complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____

Name of Bidder

By: _____
(Signature of Bidder)

Print Name: _____

Address: _____

Telephone: _____

Email: _____

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA,)
) ss.
County of Orange)


I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **The Orange County Register**, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No. A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

May 6, 13, 2019

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct";

Executed at Santa Ana, Orange County, California, on

Dated: May 13, 2019



Signature: Sandra Campos

The Orange County Register
2190 S. Towne Centre Place
Anaheim, CA 92806
(714) 796-2209

PROOF OF PUBLICATION

NOTICE CALLING FOR BIDS

DISTRICTS: Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District, and Westminster School District

Bid No. 220-02: Fuel (Gasoline and Diesel)

Bid Deadline: FRIDAY, JUNE 07, 2019 AT 10:00:00 A.M.

Place of Bid Receipt: Placentia-Yorba Linda Unified School District, Purchasing Department, 1301 E. Orangefhorpe Avenue, Placentia, California 92870, Attention: Don Rosales, Director of Purchasing.

Notice is hereby given that the above-named school districts of Orange County, California, acting by and through their Governing Boards, hereinafter referred to as "Districts," will receive up to, but not later than, the above stated bid deadline, sealed bids at the place identified above for the award of a contract for Bid No. 220-02 Fuel (Gasoline and Diesel).

Bid Documents are on file at the Placentia-Yorba Linda Unified School District, Purchasing Department, or can be downloaded from the District's Purchasing Department webpage at:
https://www.pyusd.org/apps/pages/index.jsp?uREC_ID=185004&type=d&pREC_ID=856459

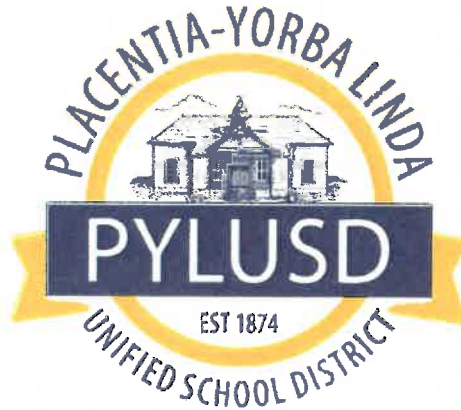
Time is of the essence.

The Districts reserve the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

Any questions shall be directed to Don Rosales, Director of Purchasing, at (714) 985-8474.

Publish: May 06, 2019 and May 13, 2019 Orange County Register 11267284



PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

**BID 220-02
ALL DISTRICTS FUEL BID**

NOTICE INVITING BID

**BID DUE DATE
June 07, 2019 at 10:00:00 A.M.**

**SUBMIT BIDS TO:
Purchasing Department**

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

1301 E. Orangethorpe Avenue

Warehouse Building, 2nd floor

Placentia, California 92870

Phone: 714-985-8470

Fax: 714-985-8764

NOTICE CALLING FOR BIDS

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Bid Documents are on file at the Placentia-Yorba Linda Unified School District, Purchasing Department, or can be downloaded from the District's Purchasing Department webpage at:

https://www.pylusd.org/apps/pages/index.jsp?uREC_ID=185004&type=d&pREC_ID=856459 .

Time is of the essence.

The Districts reserve the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

Any questions shall be directed to Don Rosales, Director of Purchasing, at (714) 985-8474.

Publish: May 06, 2019 and May 13, 2019

Placentia-Yorba Linda Unified School District

RFP 220-02 – All Districts Fuel Bid



Attention Bidders: If you downloaded this request for bid from the Purchasing Department webpage, please email this sheet to Tammy Pham at tpham@pylUSD.org or fax to 714-985-8764

Company Name: _____

Representative Name: _____

Title: _____

Address: _____

City: _____

State/Zip Code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Please contact Donald Rosales, Director of Purchasing at drosales@pylUSD.org or Tammy Pham at tpham@pylUSD.org if you have any questions regarding this Bid. The above information will be used to send addendums for this Bid to all potential bidders who received the bid from the District.

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

INFORMATION FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the **Placentia-Yorba Linda Unified School District, Purchasing Department, 1301 E. Orangethorpe Avenue, Placentia, California 92870, Attention: Don Rosales**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid number and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline, set as June 07, 2019, at 10:00:00 A.M.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Security. Not required.

4. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if the bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The Districts shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Agreement. The Agreement which the successful bidder will be required to execute is included in the bid documents.

10. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from, the bid documents, a written request for an interpretation or correction thereof must be submitted to the Placentia-Yorba Linda Unified School District ten (10) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at the Districts' discretion and only by written addendum duly issued by the Districts, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the Districts. If there are discrepancies of any kind in the bid documents, the interpretation of the Districts shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Districts. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

12. Award of Contract. The Districts reserve the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the Districts, will be by action of the Governing Boards and to the lowest responsive and responsible bidder. The Districts reserve the right to award one contract for both gasoline and diesel fuel or two separate contracts, one for gasoline and one for diesel fuel, or separate contracts for each grade of gasoline and one for diesel. If two identical low bids are received from responsive and responsible bidders, the Districts will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the Districts may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work. By submitting a bid, each bidder agrees that the Districts, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the work. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The Districts may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Districts. In this regard, the Districts may conduct such investigations as the Districts deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Districts' satisfaction within the prescribed time. The Districts reserve the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Districts.

14. Term of the Contract. The term of the contract awarded to the successful bidder shall be three (3) years.

15. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. Districts may request that such certificates and endorsements are completed on the Districts' provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder

shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with Districts prior to performing the work, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.

16. Licenses and Permits. Each bidder shall be required to have all valid licenses and permits at the time of the bid opening.

17. Anti-Discrimination. In connection with all work performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors used by such bidder.

18. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to indemnify and hold harmless the Districts, their Governing Boards, officers, agents, and employees and provide the required insurance as set forth in the Special Provisions.

19. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall request it in writing to all the Districts, which request may be denied in the sole discretion of the Districts.

20. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

21. Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.

22. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

23. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification

GENERAL CONDITIONS

Bid No. 220-02
FUEL (Gasoline and Diesel)

1. CONTRACT PERIOD

The term of the contract will be August 1, 2019 through July 31, 2022. Districts anticipate that their Governing Boards will approve the award of a contract for this bid at their respective meetings in July 2019.

2. ORDERS

Each District using this contract will place orders in its own name and will schedule deliveries to its facilities. Each order will reference this bid. Each District will place orders for its facilities through the purchase order process.

3. AWARD/EVALUATION

The Districts intend to award to the responsible bidder submitting the lowest responsive bid. The Districts reserve the right to award one contract for both gasoline and diesel fuel; or two separate contracts, one for gasoline and one for diesel fuel; or to award separate contracts for 87 octane gasoline, 89 octane and/or 91 octane gasoline and diesel fuel, if it is determined to be in their best interests to do so. The Districts reserve the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

4. NO SUBCONTRACTORS

The Supplier shall not use any subcontractors or third party tanker trucks.

5. PRICES

Fuel pricing shall be bid as cents above Los Angeles, California, OPIS gross 10 AM EST daily rack average report with CARB. Supplier will be required to provide with each invoice, a copy of the OPIS report showing the unbranded average for the delivery date for which District is being invoiced.

No price changes are permitted during the first year of the contract, except the OPIS base price, after which prices quoted may be subject to adjustment (increase or decrease) in accordance with corresponding changes in the Consumers Price Index. The non-OPIS portion of the total price shall not be increased more than the Consumers Price Index for the greater Los Angeles/Riverside/Orange County metropolitan area or three percent (3%), whichever is less, as published by the U.S. Department of Labor, Bureau of Labor Statistics at: <http://www.bls.gov/cpi/>. The benchmark index is 247.155 in January, 2016.

In the event of a price decline, or should Supplier sell the same materials under similar quantity and delivery conditions to the State of California, or any other County, Municipality or School District of the State of California, at prices below those specified herein, such lower prices are to be immediately extended to the Districts. In addition, within 24 hours of any price decrease, the Districts shall be notified in writing of such changes and pending orders shall reflect the newer price.

6. F.O.B. DESTINATION

All quoted prices listed on the Bid Form (included in the bid documents) shall be F.O.B. destination at all Districts' locations.

7. DELIVERY AND PERFORMANCE

Delivery and performance shall be made as authorized by purchase order and referencing this bid. The Supplier shall furnish products specified in the bid during the period of the contract at the contract prices allowed and in effect at time of the order.

Supplier will be required to make deliveries at the time specified in vehicles suitable for the purpose intended and said vehicles shall be equipped as required by applicable laws, rules, regulations, with all components such as connectors and hoses of the proper size, strength, length, etc., necessary to successfully complete delivery. All delivery vehicles and trailers must have accurate metering equipment to enable each District's personnel to verify quantities when delivering 5,000 gallons or more.

Supplier awarded this contract, or any portion thereof, shall deliver fuel products within twenty-four (24) hours from the time the order is placed. The Districts reserve the right to order from a Supplier of choice for those items which cannot be delivered F.O.B. to the Districts within twenty-four (24) hours by the Supplier, and Supplier shall be responsible for any additional costs that result due to its failure to deliver in a timely manner.

Supplier shall be liable for any damage or citations that may be incurred as a result of any spills or accidents. In addition, the Districts reserve the right to cancel the contract for delivery in a negligent manner or for spills while delivering.

Supplier shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the work under this contract and shall take all necessary measures and be responsible for the proper care and protection of materials delivered and work performed.

Supplier shall have fuel storage, loading terminal, and metered pumps, all within Southern California, and have access to a fleet of tanker trucks in sufficient quantities for successful and consistent delivery service to all Districts.

8. STANDING TIME

Districts shall be entitled to standing time for the purpose of dispensing fuel at no charge (i.e., the Districts will not incur any additional charges for the truck or drivers time while gasoline or diesel are being delivered and pumped in at the Districts' sites.)

9. ALLOCATIONS

In the event the Supplier's supply of fuel is reduced for reasons beyond its control to a level which prevents the supply of Districts' requirements in full, the Supplier agrees to supply the Districts no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the Districts reserve the right to cancel all or part of the

contract without prejudice to either party, by giving the Supplier thirty (30) days written notification.

10. TEMPERATURE CORRECTION DISALLOWED

Temperature correction of delivered products WILL NOT be allowed. Invoices and payments shall be for net gallons delivered (metered).

11. NO GUARANTEE TO MINIMUM/MAXIMUM QUANTITY

Districts do not guarantee that a minimum or maximum amount will be purchased. Districts will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Supplier.

12. BILLINGS, DISCOUNTS AND PAYMENTS

SUPPLIER will bill in accordance with the instructions noted above under pricing. All delivery tickets for Districts must be signed by a District representative. Discounts for prompt payment are encouraged and may be offered to the Districts. Prompt payment discounts will not, however, be considered in evaluating bids. Payments will be made within sixty (60) days after receipt of product in acceptable condition, or receipt of an acceptable, correct invoice, whichever is later. All payments are subject to routine processing times or those indicated on the purchase order of the ordering agencies. All invoices for fuel must be submitted with a copy of the OPIS report showing the Los Angeles area rack/terminal unbranded daily average rate for the day of delivery to the Districts for reconciliation purposes.

13. LIQUIDATED DAMAGES

Time is of the essence and time limits set by the Districts are critical for the efficient operation of the Districts' transportation services. It is agreed that damages for the failure to meet the time limits required are impossible to ascertain. The Supplier shall be liable for liquidated damages, payable to the Districts, calculated based upon the spot market difference determined by the affected District for each consecutive calendar day of delay. Such damages shall be deducted from any payments due or to become due to the Supplier. Government Code Section 53069.85, Civil Code Section 1671.

14. INDEMNITY

Supplier will be required to indemnify and hold harmless the Districts, their Governing Boards, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Supplier or any person, firm or corporation employed by the Supplier, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the Districts.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Supplier, or any person, firm, or corporation employed by the Supplier, either directly or by

independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off Districts' property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Supplier, either directly or by independent contract,

The Supplier, at Supplier's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Districts, their Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the Districts, their Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

15. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Supplier shall, at Supplier's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Supplier's services, and furnish to Districts a certificate of insurance evidencing all coverages and endorsements required hereunder.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than	<u>\$ 2,000,000.00</u>
--	------------------------

Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$ 1,000,000.00</u>
---	------------------------

Broad Form Property Damage Insurance in an amount not less than	<u>\$ 1,000,000.00</u>
---	------------------------

Contractual Liability Insurance in an amount not less than	<u>\$ 1,000,000.00</u>
---	------------------------

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than	<u>\$ 1,000,000.00</u>
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Product & Completed Operations Liability	<u>\$ 1,000,000.00</u>
---	------------------------

Statutory Workers' Compensation
Insurance in accordance with
Sections 3700 and 3800 of the Labor
Code of the State of California

An endorsement to said policy(s)
naming each DISTRICT as an additional
insured while rendering services
under this Contract

Thirty (30) days written notice to each District of cancellation or reduction in coverage.

16. WARRANTIES AND GUARANTEES

Supplier expressly warrants that the goods/services covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

17. HAZARDOUS CHEMICAL/MSDS SHEETS

Supplier shall have available, and shall furnish to the Districts upon request, Material Safety Data Sheets (MSDS) for each hazardous substance and all chemical products provided in this bid and used in the performance of this contract. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the place of shipment or provision of goods and services, and a copy must also be sent to each District.

18. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The Supplier shall not permit an employee to come in contact with Districts' pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Supplier shall certify in writing to each Governing Board of the Districts that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by Supplier is included in the bid documents.

19. TOBACCO FREE POLICY

Supplier has been advised and is aware that each District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Supplier shall be responsible for the enforcement of Districts' tobacco-free policy among all Supplier's employees and subcontractors while on District property. Supplier understands and agrees that should any employee or subcontractor of Supplier violate the Districts' Board Policy after having already been warned once for violating Districts' tobacco-free policy, Supplier shall

remove the individual for the duration of the Agreement. Supplier shall not be entitled to any additional compensation and/or time for such removal.

20. GOVERNING LAW

The laws of the State of California and the County of Orange shall govern all aspects of the bid.

21. FORCE MAJEURE CLAUSE:

The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

22. NO ASSIGNMENT:

The successful vendor shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

23. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:

The vendor hereby agrees and acknowledges that monies utilized by the Districts to purchase the items bid is public money appropriated by the State of California or acquired by the Districts from similar public sources and is subject to variation. The Districts fully reserve the right to cancel the contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

24. NO GUARANTEE:

The Districts provide no guarantees to the usage of this contract.

25. COMPLIANCE WITH OSHA:

Supplier agrees that all item(s) offered comply with all applicable Federal and State occupational Safety and Health Act, laws, standards and regulations, and that vendor will indemnify and hold the Districts harmless for any failure to so conform.

26. SAFETY:

All products delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

27. ATTORNEY FEES:

In the event a suit or action is instituted in connection with any controversy arising out of this contract, each party shall bear its own costs and attorney fees.

28. CANCELLATION OF CONTRACT:

All Districts in named this contract may cancel the contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the Supplier specifying the desired date of termination. The District may cancel this contract WITH CAUSE at any time giving ten (10) days written notice

to the Supplier. Cancellation for cause shall be at the discretion of the District and shall be, but not limited to, failure to supply the materials, equipment, or services specified within the time allowed or within the terms, conditions, or provisions of this contract. The Supplier may not cancel this contract without prior written consent of the Superintendent or his/her designee.

SPECIAL PROVISIONS

Scope of Work

This bid is for the furnishing and delivery of Unleaded Gasoline and Ultra Low Sulfur CARB Diesel Fuel to existing underground and above ground storage tanks at the Districts' locations as identified on the bid documents. This bid covers the approximate annual requirements of each of the Districts. The Districts will have the opportunity to order from this bid in quantities necessary to maintain a District's vehicle and equipment operations. Timing, and quantity needed, will be determined solely by each District, and not by the Supplier. Supplier must have a minimum of three (3) years experience in furnishing and delivery of unleaded gasoline and low sulfur diesel fuel.

Quality of Fuels

Fuel provided must meet California Air Resources Board (CARB) Phase 2 Reformulated Gasoline.

Regulations must meet ASTM D.48 14 or latest revisions as verified by an independent lab of the Districts' choosing.

Only major oil company quality fuels meeting the following attached specifications are to be quoted and/or awarded.

Gasoline shall be unleaded regular 87 Octane (minimum), 89 Octane (minimum) and Premium 91 Octane (minimum) (R+M/2) Method with full additive package.

Pricing and Invoicing

The contract bid price shall include full compensation for providing all required services as specified in this scope of work. No additional compensation will be allowed.

For purposes of payment by the Districts, it shall be the Los Angeles, California, OPIS gross 10 AM EST daily rack average report with CAR.

Pricing on invoices shall indicate OPIS price for day of delivery and also the price being charged to Districts.

Delivery rate and total delivery charge shall be a separate line item and shall not be combined with fuel costs when computing sales tax.

If the pricing service price (OPIS) is cancelled or modified, the Districts reserve the right to cancel the Agreement based on this pricing.

Supplier to send all applicable OPIS information weekly to the Districts.

Delivery Requirements

Delivery within twenty-four (24) hours after receipt of order.

Supplier Responsibility

Supplier shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents. In addition, the Districts reserve the right to cancel the Agreement of the Supplier, notwithstanding compliance with the procedures set forth herein, delivers in a negligent manner or who, under any circumstances, causes a spill while delivering.

It is the responsibility of the Supplier to have the delivering driver measure each fuel tank with a fuel tank gauge stick or a veeder root reader. These readings shall be taken prior to unloading fuel and after unloading fuel and will be recorded on delivery receipts. Delivery tickets are to be signed at time and place of delivery. One copy of each delivery ticket is to be mailed to the appropriate location. All fuel deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, except when the orders state that the deliveries must be made at a different time.

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

Supplier's Facility:

Supplier must have fuel storage, loading terminal, metered pumps, etc. within Southern California and have access to a fleet of tanker trucks. **Supplier shall not have subcontractors or third party tanker trucks.**

Unleaded Gasoline Specifications:

Fuel is to be of Major Oil Company quality with fuel additive package.

Regular Unleaded, Medium Unleaded and Premium Unleaded

Octane rating; R+M/2 87 minimum 89 minimum 91 minimum

Lead content, elemental lead, grams per gallon .001 maximum .05 maximum

Reid Vapor Pressure, LB. Maximum 9.0— 13.5 for all grades

Distillation degrees, Fahrenheit, for all grades

10%evaporation, max	130—145	130—145
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50% “	225—240	225—240
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90% “	350—365	350—365
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End point, max	437.	437.
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Residue, % max	2	2
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Corrosion, 3 hours/ 122 degrees Fahrenheit, max.	1
Sulfur, % max.	0.1
Oxidation stability, minutes, minimum	4
Existent gum, MG/ maximum	4 4

Conformity of product to be supplied under this Agreement shall be determined by ASTM D-439 or Federal Specification VVFR-800 as applicable by independent laboratory analysis.

Ultra Low Sulfur CARB Diesel Fuel Specifications:

Fuel is to be of Major Oil Company quality with full additive package.

Cetane Number, Min.	45
Cetane Index, Min.	45
Pour Point, Max.	N/A
Flash Point, Min.	140 degrees Fahrenheit

Distillation

Recovery by Volume (by ASTM D-86 or latest revision):

10% Evaporation, Max.	437 degrees Fahrenheit
50% Evaporation, Max.	509 degrees Fahrenheit
90% Evaporation, Max.	595 degrees Fahrenheit
End Point, Max.	640 degrees Fahrenheit

Viscosity est. at 100 degrees Fahrenheit	1.9 min.
Water and Sediment, Max.	.05%
Ash Content, by weight, Max.	.01%
Sulfur, by weight, Max.	.05% .0015 = 15 ppm or less
Alkali or mineral acid	neutral
Odor	non-offensive
Carbon residue, 10% residuum	.35% Max.

Conformity of product to be supplied under this Agreement shall be determined by ASTM D-975 or Federal Specification V VF-800 or latest revisions as applicable by independent laboratory analysis.

SPECIFIC DISTRICT LOCATIONS, STORAGE CAPACITIES AND ESTIMATED FUEL USAGE INFORMATION; AVERAGE MONTHLY VOLUMES MAY CHANGE DURING JULY, AUGUST, DECEMBER, FEBRUARY AND APRIL DUE TO SCHEDULED SCHOOL CLOSURES

Consolidated Volume Summary

Gasoline

87 Octane: 485,925 gallons

89 Octane: 431,076 gallons

91 Octane: 0 gallons

Diesel

All locations combined: 549,169 gallons

Note: Volume estimates are based on historical records, however, they could increase or decrease according to changes in student populations in the districts and changes in bus routes and/or the number of buses in service. The volume estimates and average monthly usages of each district follow.

FUEL QUANTITIES BY DISTRICT

ANAHEIM ELEMENTARY SCHOOL DISTRICT

1. 0 gallons underground tank for gasoline

6,000 gallons above ground tank for diesel

2. Refills average approximately 4,000 gallons

3. Average monthly usage:

 Gasoline 0

 Diesel 4,100 gallons

4. Average annual usage (fiscal year)

 Gasoline 0 gallons

 Diesel 41,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Anaheim Elementary School District 1001 South East Street Anaheim, CA 92805	6,000 Diesel
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ANAHEIM UNION HIGH SCHOOL DISTRICT

1. 12,000 gallons underground tank for gasoline

24,000 gallons underground tank for diesel

2. Refills average approximately 8,000 gallons

3. Average monthly usage:

Gasoline 0 gallons **87 octane**

Gasoline 11,011 gallons **89 octane**

Diesel 0 gallons

4. Average annual usage (fiscal year)

Gasoline 0 gallons **87 octane**

Gasoline 99,158 gallons **89 Octane**

Diesel 0 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Anaheim Union High School District 501 Crescent Way Anaheim, CA 92805	12,000 Gasoline 24,000 Diesel
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CAPISTRANO UNIFIED SCHOOL DISTRICT

ALL LOCATIONS

1. 28,000 gallons underground tank for gasoline

30,000 gallons underground tank for diesel
2. Refills average approximately 7,500 Diesel
8,800 Gasoline gallons
3. Average monthly usage:

Gasoline 8,247 gallons **87 octane**

Diesel 12,700 gallons
4. Average annual usage (fiscal year)

Gasoline 98,966 gallons **87 octane**

Diesel 152,405 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Capistrano Unified School District 2 "B" Liberty Aliso Viejo, CA 92656	10,000 Gasoline
2 "B" Liberty Aliso Viejo, CA 92656	10,000 Diesel
26126 Victoria Blvd Capistrano Beach, CA 92624	10,000 Gasoline
26126 Victoria Blvd Capistrano Beach, CA 92624	20,000 Diesel
32972 Calle Perfecto San Juan Capistrano, CA 92675	8,000 Gasoline

FULLERTON SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline

10,000 gallons underground tank for diesel

2. Refills average approximately 7,625 Diesel
8,290 Gasoline gallons

3. Average monthly usage:

Gasoline 2,100 gallons **89 octane**

Diesel 1,129 gallons

4. Average annual usage (fiscal year)

Gasoline 25,000 gallons **89 octane**

Diesel 8,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Fullerton School District 1401 W. Valencia Drive Fullerton, CA 92833	10,000 Diesel 10,000 Gasoline
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FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

1. 5,000 gallons underground tank for gasoline

10,000 gallons underground tank for diesel

2. Refills average approximately 2,000 Diesel – every 2-3 months
4,100 Gasoline gallons - monthly

3. Average monthly usage:

Gasoline 4,032 gallons **87 octane**

Gasoline 0 gallons **89 octane**

Diesel 802 gallons

4. Average annual usage (fiscal year)

Gasoline 52,427 gallons **87 octane**

Gasoline 0 gallons **89 octane**

Diesel 10,427 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Fullerton Joint Union High School District 1021 S Leslie St La Habra, CA 90631	10,000 Diesel 5,000 Gasoline
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GARDEN GROVE UNIFIED SCHOOL DISTRICT

1. 22,000 gallons underground tank for gasoline
38,000 gallons underground tank for diesel
6,000 Diesel
2. Refills average approximately 2,000 Gasoline gallons
3. Average monthly usage:
Gasoline 7,200 gallons **87 octane**
Diesel 7,700 gallons
4. Average annual usage (fiscal year)
Gasoline 86,400 gallons **87 octane**
Diesel 92,400 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Garden Grove Unified School District Maintenance and Operations 8211 Lampson Ave Garden Grove, CA 92841	30,000 Diesel 10,000 Gasoline
Garden Grove Unified School District District Office 10331 Stanford Ave Garden Grove, CA 92840	12,000 Diesel 8,000 Gasoline

HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

1. 12,000 gallons underground tank for gasoline

8,000 gallons underground tank for diesel

2. Refills average approximately 6,000 Diesel
2,000 Gasoline gallons

Note: HBUHSD orders combination loads of gasoline and diesel to maintain 7,000 gallon minimum size orders.

3. Average monthly usage:

Gasoline 4,694 gallons **87 octane**

Diesel 7,545 gallons

4. Average annual usage (fiscal year)

Gasoline 56,328 gallons **87 octane**

Diesel 90,537 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Huntington Beach UH School District 7180 Yorktown Avenue Huntington Beach, CA 92648	12,000 Diesel 8,000 Gasoline
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IRVINE UNIFIED SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline

10,000 gallons underground tank for diesel

7,000 Diesel

2. Refills average approximately 7,000 Gasoline gallons

3. Average monthly usage:

Gasoline 12,543 gallons **89 octane**

Diesel 1,000 gallons

4. Average annual usage (fiscal year)

Gasoline 150,518 gallons **89 octane**

Diesel 12,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Irvine Unified School District 100 Nightmist Irvine, CA 92618	10,000 Diesel 10,000 Gasoline
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NEWPORT-MESA UNIFIED SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline
15,000 gallons underground tank for diesel
2. Refills average approximately 8,000 Diesel
8,000 Gasoline gallons
3. Average monthly usage:

Gasoline 5,109 gallons **87 octane**

Diesel 2,433 gallons
4. Average annual usage (fiscal year)

Gasoline 61,304 gallons **87 octane**

Diesel 29,200 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Newport-Mesa Unified School District 2985 Bear Street Costa Mesa, CA 92626	10,000 Gasoline 15,000 Diesel
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ORANGE UNIFIED SCHOOL DISTRICT

1. 12,000 gallons underground tank for gasoline

12,000 gallons underground tank for diesel

2. Refills average approximately 16,000 Gasoline gallons
7,500 Diesel

3. Average monthly usage:

Gasoline 0 gallons 87 octane

Gasoline 16,800 gallons 89 octane

Diesel 7,500 gallons

4. Average annual usage (fiscal year)

Gasoline 0 gallons 87 octane

Gasoline 156,400 gallons 89 octane

Diesel 61,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Orange Unified School District- Transportation 726 West Collins Ave. Orange, CA 92867	12,000 Diesel 12,000 Gasoline
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PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline

15,000 gallons underground tank for diesel

2. Refills average approximately 7,700 Diesel
7,000 Gasoline gallons

3. Average monthly usage:

Gasoline 9,000 gallons **87 Octane**

Diesel 3,400 gallons

4. Average annual usage (fiscal year)

Gasoline 119,000 gallons **87 Octane**

Diesel 41,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Placentia-Yorba Linda High School District 1301 E. Orangethorpe Ave. Placentia, CA 92870	10,000 Gasoline 15,000 Diesel
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WESTMINSTER SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline
6,000 gallons underground tank for diesel
2. Refills average approximately 3,000 Diesel (every three months)
3,000 Gasoline gallons (every three months)
3. Average monthly usage:

Gasoline 1,098 gallons **87 octane**

Diesel 1,200 gallons
4. Average annual usage (fiscal year)

Gasoline 11,500 gallons **87 octane**

Diesel 11,200 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Westminster School District 14121 Cedarwood Avenue Westminster, CA 92683	<u>6,000</u> Diesel <u>10,000</u> Gasoline
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BID FORM

Name of Bidder: _____

To: Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District and Westminster School District, acting by and through their Governing Boards, herein called the "Districts."

1. The undersigned bidder, having become familiarized with all the following documents, including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 220-02: Fuel (Gasoline and Diesel)

all in strict conformity with the Bid Documents, including Addenda Nos. _____, _____, _____, on file at the Purchasing Department of the **Placentia-Yorba Linda Unified School District** for the sums as set forth in this Bid Form.

2. It is understood that the Districts reserve the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required list(s) of proposed subcontractors is attached hereto and the undersigned represents and warrants that such list(s) is complete.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Placentia-Yorba Linda Unified School District** the Agreement and will also furnish and deliver to the **Placentia-Yorba Linda Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract. The bidder

further agrees that the work shall be commenced by the bidder, if awarded the contract, upon receipt of a Notice to Proceed.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the contract.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the Districts all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the Districts pursuant to the bid. Such assignment shall be made and become effective at the time the Districts tender final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the Districts, the bidder shall furnish a notarized financial statement, references, and other information required by the Districts sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence.

12. The required noncollusion declaration properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

14. The Districts reserve the right to award one contract for both gasoline and diesel fuel or two separate contracts, one for gasoline and one for diesel fuel.

15. Failure to complete the Bid Form in its entirety will render a bidder nonresponsive.

16. Fuels. Consumption estimates are approximate and the Districts do not guarantee a minimum or maximum amount.

All pricing is FOB Destination at all Districts' locations.

Do not include applicable state, federal and local taxes and fees. The Districts' Accounts Payable Departments will pay applicable taxes and regulatory compliance fees after auditing invoices from the successful bidder(s) who is/are awarded a contract.

There is a separate line item for delivery charges (inclusive of applicable loading, line haul and unloading fees).

The price of gasoline and diesel fuel shall be adjusted weekly. Per gallon prices shall be determined by the Average Rack Terminal Price in the column entitled "Los Angeles—Padd 4/5" in the weekly publication of the Oil Price Information Service (OPIS). The OPIS price shall be effective on the Monday following the date of the OPIS Padd 4/5 Report containing the latest OPIS weekly average price until the following Sunday (a duration of seven (7) days). The OPIS pricing arrangement will be valid at all times of the year including periods when oxygenated fuel is mandated by law or regulation. The successful bidder shall supply oxygenated fuel during those mandated periods.

On invoices, delivery charges per gallon shall be listed as a separate line item on each invoice and shall not be combined with fuel costs when computing tax. Each tax and fee shall be identified as a separate line item, listing the unit price of the fee or tax, the applicable quantity of gallons and the extended amount. Each District may require that its purchase order number be placed on each invoice.

For informational purposes, the current tax and fee schedule (the unit of measure is gallon) currently in force is:

Gasoline Tax and Fee Schedule

Federal Excise Tax	.183 (School Districts should be exempt from this tax)
L.U.S.T.	.001 (Leaking Underground Storage Tank clean-up fee)
Federal Oil Spill	
CA State Excise Tax	.0017
AB32	.30
Lead Fee	.0029
CA Sales Tax	.0015
	8.00% in Orange County

Diesel Tax and Fee Schedule

Federal Excise Tax	.243 (School Districts should be exempt from this tax)
L.U.S.T.	.001

Federal Environmental Fee (OSF)	.0019
CA State Excise Tax	.13
AB32	.0034
CA Sales Tax	8.00% in Orange County

Note: Taxes and fees may change in the future according to legislative action. In the event of any change, the successful bidder shall advise the Districts of said change in writing within ten (10) days of the announced change and the effective date of the change.

Bid Form
Pricing Sheet

Regular Unleaded Gasoline

Gasoline prices (four decimal places, i.e. 0.0000)

<u>87 OCTANE</u>	<u>89 OCTANE</u>	<u>91 OCTANE</u>
1. Bulk fuels full truck and trailer	Bulk fuels full truck and trailer	Bulk fuels full truck and trailer
Delivery size: 7,000+ gallons	Delivery size: 7,000+ gallons	Delivery size: 7,000+ gallons
OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon
or Minus _____ cents per gallon	or Minus _____ cents per gallon	or Minus _____ cents per gallon
Delivery _____ cents per gallon	Delivery _____ cents per gallon	Delivery _____ cents per gallon
Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon
Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon
Total OPIS + _____ net cents per gallon	Total OPIS + _____ net cents per gallon	Total OPIS + _____ net cents per gallon
2. Smaller Tank — less than full truck	Smaller Tank – less than full truck	Smaller Tank – less than full truck
Delivery size: 3,500— 6,999 gallons	Delivery size: 3,500–6,999 gallons	Delivery size: 3,500–6,999 gallons
OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon
or Minus _____ cents per gallon	or Minus _____ cents per gallon	or Minus _____ cents per gallon
Delivery _____ cents per gallon	Delivery _____ cents per gallon	Delivery _____ cents per gallon
Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon
Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon
Total OPIS + _____ net cents per gallon	Total OPIS + _____ net cents per gallon	Total OPIS + _____ net cents per gallon

**Large bulk deliveries
exceeding 7,000 gallons
could include a combined
load of gasoline and diesel.**

Bid Form
Pricing Sheet

Diesel – Ultra Low Sulphur CARB

1. Bulk fuels full truck and trailer

Delivery size: 7,000+ gallons

OPIS Plus _____ cents per gallon

or Minus _____ cents per gallon

Delivery _____ cents per gallon

Other (Specify) _____ cents per gallon

Applicable Discount(s) _____ cents per gallon

Total OPIS + _____ net cents per gallon

2. Smaller Tank — less than full truck

Delivery size: 3,500— 6,999 gallons

OPIS Plus _____ cents per gallon

or Minus _____ cents per gallon

Delivery _____ cents per gallon

Other (Specify) _____ cents per gallon

Applicable Discount(s) _____ cents per gallon

Total OPIS + _____ net cents per gallon

Alternative Renewable Diesel (meeting ASTM D975 specs)

\$ _____ /gallon

Individual Name: _____

Signed By: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed By: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partners: _____

Corporation Name: _____
(a _____ Corporation)

Business Address: _____

Telephone: _____

Signed By: _____, President. Date: _____

Print Name: _____, President

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Joint Venturer Name: _____

Signed By: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to

Joint Venture

If an Individual: _____

(Name)

Signed By: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____

(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____

(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

INFORMATION REQUIRED OF BIDDER

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). Districts have discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Distributor's License No. _____
Name of License Holder _____

- (5) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

- (6) Person who inspected Districts' sites:

Name and Title: _____

Date of Inspection: _____

- (7) How many years' experience have you had in supplying fuel to school districts?

- (8) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district during the past ten (10) years? Yes ____ No ____ If the answer is "Yes," provide name of school district and details. _____

- (9) Are you currently under contract with any school district? Yes ____ No ____ If the answer is "Yes," please provide the following information:

(a) Name of School District: _____

Describe the Contract: _____

(b) Name of School District: _____

Describe the Contract: _____

(c) Name of School District: _____

Describe the Contract: _____

- (10) Supplier must have fuel storage, loading terminal, metered pumps, etc., within Southern California and have access to a fleet of tanker trucks. Do you have all of these requirements? Yes _____ No _____

If the answer is "No", please list the missing requirements:

- (11) List of References – Please provide references of school districts and/or any public agencies that you have contracted with to supply fuel. Districts have discretion to require more than five (5) references.

1. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Work: _____

2. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Work: _____

3. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Work: _____

4. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Work: _____

5. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Work: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2019, in the County of Orange, State of California, is by and between **Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District and Westminster School District**, (hereinafter referred to as "Districts"), and _____, (hereinafter referred to as "Supplier").

The Districts and the Supplier, for the consideration stated herein, agree as follows:

1. Supplier agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Supplier shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Supplier shall be liable to the Districts for any damages arising as a result of a failure to fully comply with this obligation.

3. Districts shall pay to the Supplier, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, the sum of Dollars (\$_____).

4. The term of this Agreement shall be three (3) years commencing August 1, 2019 and ending July 31, 2022.

5. **Time is of the essence.**

6. Each District shall have discretion to terminate this Agreement at any time and require Supplier to cease all work under this Agreement by providing Supplier thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Supplier shall:

a. Cease operations as it applies to the District in the notice;

- b. Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- c. Not terminate any insurance provisions required by the bid documents.

In case of such termination for a District's convenience, Supplier shall be entitled to receive payment from that District for fuel and services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Districts.

7. The Supplier agrees to and does hereby indemnify and hold harmless the Districts, Governing Boards, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- a. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Supplier or any person, firm or corporation employed by the Supplier, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the Districts.
- (c) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Supplier, or any person, firm, or corporation employed by the Supplier, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off Districts' property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Supplier, either directly or by independent contract.

The Supplier, at Supplier's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Districts, Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the Districts, Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Supplier shall, at Supplier's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Supplier's services, and furnish to Districts a certificate of insurance evidencing all coverages and endorsements required hereunder. Supplier shall require all subcontractors, if any, to take out and maintain the same insurance coverages set forth below.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$ 2,000,000.00</u>
Broad Form Property Damage Insurance in an amount not less than	<u>\$ 1,000,000.00</u>
Contractual Liability Insurance in an amount not less than	<u>\$ 1,000,000.00</u>
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than	<u>\$ 1,000,000.00</u>
Product & Completed Operations Liability	<u>\$ 1,000,000.00</u>
Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	
An endorsement to said policy(s) naming Districts as additional insureds while rendering services under this Agreement	

Thirty (30) days written notice to Districts of cancellation or reduction in coverage.

9. If Supplier is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

10. The failure of the Districts in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

11. The Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Supplier shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the Districts, be terminated, revoked and annulled, and the Districts shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Supplier, and to its purported assignee or transferee.

12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to Districts, by personal delivery thereof to Districts, or by depositing same in United States mail, enclosed in a sealed envelope addressed to Districts, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Supplier, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Supplier at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary, and what is called for by any one shall be as binding as if called for by all. Supplier warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Supplier shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the Districts to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the Districts' rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the Districts. This Agreement shall be governed by the laws of the State of California.

15. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT
(NAME OF DISTRICT)

SUPPLIER

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Supplier's License No.

Tax ID No.

(CORPORATE SEAL OF SUPPLIER,
if corporation)

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

NOTICE REGARDING CRIMINAL RECORDS CHECK

Education Code Section 45125.1

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The Supplier shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Supplier shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison;

attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

Bid No. 220-02
Fuel (Gasoline and Diesel)
CERTIFICATION BY SUPPLIER
CRIMINAL RECORDS CHECK

To the Governing Boards of the Districts:

I, _____ certify that:
Name of Supplier

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1).
2. Due to the nature of the work that will be performed for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Supplier

By: _____

Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I

further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF SUPPLIER

Signature

Print Name

Title

Date

RESULTS OF BID 220-02 – FUEL BID

PRODUCT	PINNACLE	SC FUELS	SC FUELS	AAA OIL	IPC
87 Octane Bulk	-0.0816	-3.1000	-0.0310	-0.1052	-0.1050
87 Octane Short	-0.0656	-0.5000	-0.0050	-0.0827	-0.1050
89 Octane Bulk	-0.1375	-3.1000	-0.0310	-0.0990	-0.1050
89 Octane Short	-0.1224	-0.5000	-0.0050	-0.0739	-0.1050
91 Octane Bulk	-0.2080	-3.1000	-0.0310	-0.0992	-0.1050
91 Octane Short	-0.1759	-0.5000	-0.0050	-0.0812	-0.1050
Diesel Ultra Low Bulk	0.0178	-0.1000	-0.0010	-0.0040	-0.0750
Diesel Ultra Low Short	0.0447	1.2500	0.0125	0.0146	-0.0750
Total	-0.7285	-9.6500	-0.0965	-0.5300	-0.7800
Total with delivery considered	-0.7285	+34.27	+0.3427	-0.2151	-0.2974

***Converted to match other bids.

Alt Renewable Diesel	-0.0266**	No bid	No Bid	-0.0950***
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** Does not recommend renewable diesel for buses that are too old for this type of Fuel. Pinnacle **will** not be responsible for diesel engine issues.

***Neste MY renewable diesel. Does not contain biodiesel blended into product.

DELIVERY CHARGES	PINNACLE	SC FUELS	SC FUELS	AAA OIL	IPC
87 Octane Bulk	0.00	4.4300	0.0443	0.0250	0.0430
87 Octane Short	0.00	6.5400	0.0654	0.0592	0.0806
89 Octane Bulk	0.00	4.4300	0.0443	0.0237	0.0426
89 Octane Short	0.00	6.5400	0.0654	0.0613	0.0806
91 Octane Bulk	0.00	4.4300	0.0443	0.0271	0.0430
91 Octane Short	0.00	6.5400	0.0654	0.0535	0.0806
Diesel Ultra Low Bulk	0.00	4.4700	0.0447	0.0312	0.0398
Diesel Ultra Low Short	0.00	6.5400	0.0654	0.0345	0.0724

BID FORM

Name of Bidder: Pinnacle Petroleum, Inc.

To: Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District and Westminster School District, acting by and through their Governing Boards, herein called the "Districts."

1. The undersigned bidder, having become familiarized with all the following documents, including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 220-02: Fuel (Gasoline and Diesel)

all in strict conformity with the Bid Documents, including Addenda Nos. 1, _____, _____, on file at the Purchasing Department of the **Placentia-Yorba Linda Unified School District** for the sums as set forth in this Bid Form.

2. It is understood that the Districts reserve the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required list(s) of proposed subcontractors is attached hereto and the undersigned represents and warrants that such list(s) is complete.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Placentia-Yorba Linda Unified School District** the Agreement and will also furnish and deliver to the **Placentia-Yorba Linda Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract. The bidder



further agrees that the work shall be commenced by the bidder, if awarded the contract, upon receipt of a Notice to Proceed.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

Liz McKinley - President/CEO

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the contract.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the Districts all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the Districts pursuant to the bid. Such assignment shall be made and become effective at the time the Districts tender final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the Districts, the bidder shall furnish a notarized financial statement, references, and other information required by the Districts sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence.

12. The required noncollusion declaration properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

14. The Districts reserve the right to award one contract for both gasoline and diesel fuel or two separate contracts, one for gasoline and one for diesel fuel.



15. Failure to complete the Bid Form in its entirety will render a bidder nonresponsive.

16. Fuels. Consumption estimates are approximate and the Districts do not guarantee a minimum or maximum amount.

All pricing is FOB Destination at all Districts' locations.

Do not include applicable state, federal and local taxes and fees. The Districts' Accounts Payable Departments will pay applicable taxes and regulatory compliance fees after auditing invoices from the successful bidder(s) who is/are awarded a contract.

There is a separate line item for delivery charges (inclusive of applicable loading, line haul and unloading fees).

The price of gasoline and diesel fuel shall be adjusted weekly. Per gallon prices shall be determined by the Average Rack Terminal Price in the column entitled "Los Angeles—Padd 4/5" in the weekly publication of the Oil Price Information Service (OPIS). The OPIS price shall be effective on the Monday following the date of the OPIS Padd 4/5 Report containing the latest OPIS weekly average price until the following Sunday (a duration of seven (7) days). The OPIS pricing arrangement will be valid at all times of the year including periods when oxygenated fuel is mandated by law or regulation. The successful bidder shall supply oxygenated fuel during those mandated periods.

On invoices, delivery charges per gallon shall be listed as a separate line item on each invoice and shall not be combined with fuel costs when computing tax. Each tax and fee shall be identified as a separate line item, listing the unit price of the fee or tax, the applicable quantity of gallons and the extended amount. Each District may require that its purchase order number be placed on each invoice.

For informational purposes, the current tax and fee schedule (the unit of measure is gallon) currently in force is:

Gasoline Tax and Fee Schedule

Federal Excise Tax	.183 (School Districts should be exempt from this tax)
L.U.S.T.	.001 (Leaking Underground Storage Tank clean-up fee)
Federal Oil Spill	
CA State Excise Tax	.0017
AB32	.30
Lead Fee	.0029
CA Sales Tax	.0015
	8.00% in Orange County

Diesel Tax and Fee Schedule

Federal Excise Tax	.243 (School Districts should be exempt from this tax)
L.U.S.T.	.001



Federal Environmental Fee (OSF)	.0019
CA State Excise Tax	.13
AB32	.0034
CA Sales Tax	8.00% in Orange County

Note: Taxes and fees may change in the future according to legislative action. In the event of any change, the successful bidder shall advise the Districts of said change in writing within ten (10) days of the announced change and the effective date of the change.



Bid Form
Pricing Sheet

Regular Unleaded Gasoline

Gasoline prices (four decimal places, i.e. 0.0000)

87 OCTANE

1. Bulk fuels full truck and trailer
Delivery size: 7,000+ gallons
OPIS Plus _____ cents per gallon
or Minus 0.0816 cents per gallon
Delivery 0 cents per gallon
Other (Specify) 0 cents per gallon
Applicable Discount(s) 0 cents per gallon
Total OPIS + -0.0816 net cents per gallon

89 OCTANE

Bulk fuels full truck and trailer
Delivery size: 7,000+ gallons
OPIS Plus _____ cents per gallon
or Minus 0.1375 cents per gallon
Delivery 0 cents per gallon
Other (Specify) 0 cents per gallon
Applicable Discount(s) 0 cents per gallon
Total OPIS + -0.1375 net cents per gallon

91 OCTANE

Bulk fuels full truck and trailer
Delivery size: 7,000+ gallons
OPIS Plus _____ cents per gallon
or Minus 0.2080 cents per gallon
Delivery 0 cents per gallon
Other (Specify) 0 cents per gallon
Applicable Discount(s) 0 cents per gallon
Total OPIS + -0.2080 net cents per gallon

2. Smaller Tank — less than full truck

Delivery size: 3,500—6,999 gallons
OPIS Plus _____ cents per gallon
or Minus 0.0656 cents per gallon
Delivery 0 cents per gallon
Other (Specify) 0 cents per gallon
Applicable Discount(s) 0 cents per gallon
Total OPIS + -0.0656 net cents per gallon

Smaller Tank — less than full truck

Delivery size: 3,500—6,999 gallons
OPIS Plus _____ cents per gallon
or Minus 0.1224 cents per gallon
Delivery 0 cents per gallon
Other (Specify) 0 cents per gallon
Applicable Discount(s) 0 cents per gallon
Total OPIS + -0.1224 net cents per gallon

Smaller Tank — less than full truck

Delivery size: 3,500—6,999 gallons
OPIS Plus _____ cents per gallon
or Minus 0.1759 cents per gallon
Delivery 0 cents per gallon
Other (Specify) 0 cents per gallon
Applicable Discount(s) 0 cents per gallon
Total OPIS + -0.1759 net cents per gallon

**Large bulk deliveries
exceeding 7,000 gallons
could include a combined
load of gasoline and diesel.**



Bid Form
Pricing Sheet

Diesel – Ultra Low Sulphur CARB

1. Bulk fuels full truck and trailer

Delivery size: 7,000+ gallons

OPIS Plus 0.0178 cents per gallon

or Minus _____ cents per gallon

Delivery 0 cents per gallon

Other (Specify) 0 cents per gallon

Applicable Discount(s) 0 cents per gallon

Total OPIS + 0.0178 net cents per gallon

2. Smaller Tank — less than full truck

Delivery size: 3,500— 6,999 gallons

OPIS Plus 0.0447 cents per gallon

or Minus _____ cents per gallon

Delivery 0 cents per gallon

Other (Specify) 0 cents per gallon

Applicable Discount(s) 0 cents per gallon

Total OPIS + 0.0447 net cents per gallon

Alternative Renewable Diesel (meeting ASTM D975 specs)

\$ - 0.0266 /gallon

Pinnacle Petroleum, Inc. does not recommend Renewable Diesel for busses that are too old for this type of fuel. Pinnacle Petroleum, Inc. will not be responsible for diesel engine issues.



The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partners: _____

Corporation Name: Pinnacle Petroleum, Inc.
(a California Corporation)
Business Address: 16651 Gemini Lane
Huntington Beach, CA 92647
Telephone: 714-841-8877
Signed By: _____, President. Date: 6/3/19
Print Name: Liz McKinley, President
[Seal]



Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____



INFORMATION REQUIRED OF BIDDER

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). Districts have discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

Pinnacle Petroleum, Inc.

16651 Gemini Lane

Huntington Beach, CA 92647

- (2) Telephone: 714-841-8877 Fax No.: 714-841-8855

Electronic Mail: lmckinley@pinnaclepetroleum.com

- (3) Individual _____ Partnership _____ Corporation X Joint Venture _____ (check one)

- (4) Distributor's License No. 27578 CARB Motor Vehicle Fuel Distributor
Name of License Holder Pinnacle Petroleum, Inc.

- (5) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Liz McKinley

Name

President

Title

- (6) **Person who inspected Districts' sites:**

Name and Title: Jewelita Noriega Contract & Sales Manager

Date of Inspection: 2016

- (7) How many years' experience have you had in supplying fuel to school districts?

25 years



- (8) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district during the past ten (10) years? Yes ____ No X If the answer is "Yes," provide name of school district and details. _____

- (9) Are you currently under contract with any school district? Yes X No ____ If the answer is "Yes," please provide the following information:

(a) Name of School District: Placentia-Yorba Linda USD
Describe the Contract: All districts fuel bid

(b) Name of School District: Newport-Mesa USD
Describe the Contract: All districts fuel bid

(c) Name of School District: Anaheim Elementary School District
Describe the Contract: All districts fuel bid

- (10) Supplier must have fuel storage, loading terminal, metered pumps, etc., within Southern California and have access to a fleet of tanker trucks. Do you have all of these requirements? Yes X No ____

If the answer is "No", please list the missing requirements:





CONFIDENTIAL

- (11) List of References – Please provide references of school districts and/or any public agencies that you have contracted with to supply fuel. Districts have discretion to require more than five (5) references.

1. Name: State of California
Address and Telephone: 707 3rd Street 2nd Floor, 02-211
West Sacramento, CA 95605 P: 916-375-4492
Contact Person: Denelle Scott
Description of Work: Bulk gasoline, diesel, dyed diesel, & E85
delivery and supply
2. Name: Placentia Yorba Linda School District
Address and Telephone: 1301 E Orangethorpe Ave, Placentia,
CA 92870 P: 714-985-8491
Contact Person: William (Bill) Johnston
Description of Work: Bulk gasoline and diesel delivery and
supply
3. Name: Los Angeles County Metropolitan Transportation Authority
Address and Telephone: One Gateway Plaza, Los Angeles, CA
90012 P: 213-922-1066
Contact Person: Tuelene Close
Description of Work: Bulk gasoline delivery and supply
4. Name: Torrance Unified School District
Address and Telephone: 2334 Plaza Del Amo, Torrance
CA 90501 P: 310-972-6312
Contact Person: Garrick Cato
Description of Work: Bulk gasoline and diesel delivery
and supply
5. Name: Antelope Valley Transit Authority
Address and Telephone: 42210 6th Street West, Lancaster
CA 93534 P: 661-729-2288
Contact Person: Lyle Block
Description of Work: Bulk gasoline and dyed diesel delivery
and supply as well as inventory management.



I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Liz McKinley

Print Name

President

Title

6/3/19

Date

AGREEMENT

THIS AGREEMENT, dated the 1 day of August, 2019, in the County of Orange, State of California, is by and between **Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District and Westminster School District**, (hereinafter referred to as "Districts"), and Pinnacle Petroleum, Inc., (hereinafter referred to as "Supplier").

The Districts and the Supplier, for the consideration stated herein, agree as follows:

1. Supplier agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Supplier shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Supplier shall be liable to the Districts for any damages arising as a result of a failure to fully comply with this obligation.
3. Districts shall pay to the Supplier, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, the sum of Dollars (\$_____).
4. The term of this Agreement shall be three (3) years commencing August 1, 2019 and ending July 31, 2022.
5. **Time is of the essence.**
6. Each District shall have discretion to terminate this Agreement at any time and require Supplier to cease all work under this Agreement by providing Supplier thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Supplier shall:
 - a. Cease operations as it applies to the District in the notice;



- b. Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- c. Not terminate any insurance provisions required by the bid documents.

In case of such termination for a District's convenience, Supplier shall be entitled to receive payment from that District for fuel and services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Districts.

7. The Supplier agrees to and does hereby indemnify and hold harmless the Districts, Governing Boards, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- a. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Supplier or any person, firm or corporation employed by the Supplier, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the Districts.
- (c) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Supplier, or any person, firm, or corporation employed by the Supplier, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off Districts' property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Supplier, either directly or by independent contract.

The Supplier, at Supplier's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Districts, Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the Districts, Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Supplier shall, at Supplier's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Supplier's services, and furnish to Districts a certificate of insurance evidencing all coverages and endorsements required hereunder. Supplier shall require all subcontractors, if any, to take out and maintain the same insurance coverages set forth below.



Comprehensive General Liability
Insurance for injuries including
accidental death, to any one
person in an amount not less than
and

\$ 2,000,000.00

Subject to the same limit for
each person on account of one
accident, in an amount not
less than

\$ 1,000,000.00

Broad Form Property Damage
Insurance in an amount not
less than

\$ 1,000,000.00

Contractual Liability Insurance
in an amount not less than

\$ 1,000,000.00

Comprehensive Automobile
Liability Insurance covering the
use of all owned, non-owned and
hired vehicles with combined
bodily injury and property damage
in an amount not less than

\$ 1,000,000.00

Product & Completed Operations
Liability

\$ 1,000,000.00

Statutory Workers' Compensation
Insurance in accordance with
Sections 3700 and 3800 of the Labor
Code of the State of California

An endorsement to said policy(s)
naming Districts as additional
insureds while rendering services
under this Agreement

Thirty (30) days written notice to Districts of cancellation or reduction in coverage.

9. If Supplier is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Liz McKinley, whose title is President, is authorized to act for and bind the corporation.

10. The failure of the Districts in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

11. The Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Supplier shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the Districts, be terminated, revoked and annulled, and the Districts shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Supplier, and to its purported assignee or transferee.

12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to Districts, by personal delivery thereof to Districts, or by depositing same in United States mail, enclosed in a sealed envelope addressed to Districts, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Supplier, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Supplier at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary, and what is called for by any one shall be as binding as if called for by all. Supplier warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Supplier shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the Districts to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the Districts' rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.



14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the Districts. This Agreement shall be governed by the laws of the State of California.

15. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT
(NAME OF DISTRICT)

By: _____
Signature

Print Name

Title

SUPPLIER

By: _____
Signature

Liz McKinley
Print Name

President
Title

Supplier's License No.

33-0619703
Tax ID No.

(CORPORATE SEAL OF SUPPLIER,
if corporation)



NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the President of Pinnacle Petroleum Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/3/19 [date], at Huntington Beach [city], California [state].

Signature

Print Name



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On June 3, 2019 before me, J. Cruz Notary Public,
(here insert name and title of the officer)

personally appeared Liz McKinley, President of Pinnacle Petroleum, Inc.

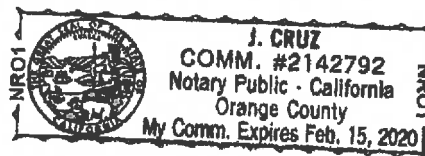
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

J. Cruz



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Noncollusion declaration

containing 1 pages, and dated 6/3/19

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☒ Corporate Officer(s) President Title(s)

☐ Guardian/Conserver


☐ Partner - Limited/General

☐ Trustee(s)

☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input checked="" type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # <u>70</u>	Entry # <u>4</u>
Notary contact: <u>J. Cruz</u>	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(-)
<input type="checkbox"/>	
	
Pinnacle Petroleum, Inc. 16651 Gemini Lane Huntington Beach, Ca 92647	

NOTICE REGARDING CRIMINAL RECORDS CHECK
Education Code Section 45125.1

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The Supplier shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Supplier shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison;



attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



Bid No. 220-02
Fuel (Gasoline and Diesel)
CERTIFICATION BY SUPPLIER
CRIMINAL RECORDS CHECK

To the Governing Boards of the Districts:

I, Pinnacle Petroleum, Inc., certify that:
Name of Supplier

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1).
2. Due to the nature of the work that will be performed for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Huntington Beach, California on 6/3/19.
Date

Signature

Liz McKinley
Typed or printed name

President
Title

16651 Gemini Lane Huntington Beach,
Address CA 92647

714-841-8877
Telephone



WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pinnacle Petroleum, Inc.
Name of Supplier
By: [Signature]
Signature
Liz McKinley
Print Name
President
Title
6/3/19
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)



DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

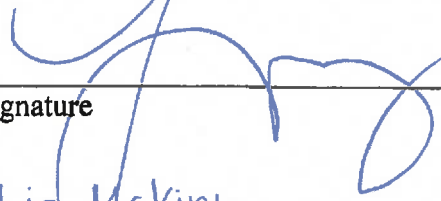
I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I



further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Pinnacle Petroleum, Inc.
NAME OF SUPPLIER


Signature

Liz McKinley
Print Name

President
Title

6/3/19
Date

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) the name and the location of the place of business for each subcontractor who will perform the work or labor or render service to the bidder in or about the work, and (b) the portion of the work which will be done by each subcontractor. The bidder shall list only one subcontractor for each such portion as defined by the bidder in this bid.

Type of Trade, labor or service	Name of Subcontractor	Complete Address, City, Zip and Telephone
Fuel hauler	Golden West Petroleum	13892 Pacific Ave Westminster, CA 92683
Fuel hauler	Big Mac Tank Lines	7809 Pioneer Blvd Whittier, CA 90606
Fuel hauler	Xtreme Fuel Transport	145 W. Rosewood Street Pico, CA 92376

Bidder agrees that within twenty-four (24) hours of the bid opening, bidder shall provide the Districts with the complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: 6/3/19

Pinnacle Petroleum, Inc.

Name of Bidder

By:

(Signature of Bidder)

Print Name:

Liz McKinley

Address:

16651 Gemini Lane

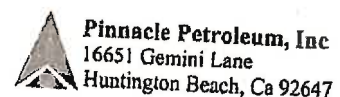
Huntington Beach, CA 92647

Telephone:

714-841-0877

Email:

lmckinley@pinnaclepetroleum.com





WE BUILD BUSINESS - WE HELP IS
THAT A GOOD THING?

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Pinnacle Petroleum, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Council - West, a WBENC Regional Partner
Organization.

Certification Granted: March 10, 2003
Expiration Date: March 31, 2020
WBENC National Certification Number: 240301

Pamela Williamson, Ph.D.

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West



NAICS: 424720, 324110, 324191, 424710
UNSPSC: 15000000, 15101505, 15101506, 15101801, 25121501, 25121503, 78102101



Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, Ca 92647



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California Environmental Protection Agency
AIR RESOURCES BOARD

Motor Vehicle Fuel Distributor Certificate of Compliance

The company or individual named below has complied with Health and Safety Code Section 43026 and is registered with the Air Resources Board as a motor vehicle fuel distributor in California.

Issued to: Pinnacle Petroleum, Inc.
16651 Gemini Lane
Huntington Beach, CA 92647
Attn: Liz McKinley

Certificate #: 27578

Expires: June 30, 2019

For inquiries: P. O. Box 2815, Sacramento, CA 95812

Tony Doan (916) 229-0401



Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, Ca 92647



**PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT**

1501 E. Orange Harbor Avenue
Orange, CA 92667
www.ylusd.org

Greg Plummer, Ed.D.
Superintendent

Board Of Education
Jodi Carlson
Carol Decker
Carol Donahue
Karin Johnson
Eric Pechter

May 10, 2019

**BID NUMBER 220-02
ALL DISTRICT'S FUEL BID**


ADDENDUM NUMBER ONE (1)

Notice to Bidders


The following changes, omissions, and/or additions/deletions to the bid documents, specifications, terms and conditions, and forms of the bid shall apply to the bid. All parties interested shall take careful note of the addendum so that bidders submit accurate bids.

Bidder shall acknowledge receipt of this addendum in the bid documents and submit this document with their bid. In case of conflict, bid documents and the addendum shall govern.

1. Incorporate the attached Designation of Subcontractors list in the bid.
2. Each District participating in this bid will receive a separate Certificate of Insurance naming the District as the loss payee.


Donald Rosales
Director of Purchasing



 **Pinnacle Petroleum, Inc**
16651 Gemini Lane
Huntington Beach, Ca 92647



June 5, 2019

Mr. Don Rosales
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Warehouse Building, 2nd Floor
Placentia, CA 92870

RE: Bid No. 220-02 Fuel (Gasoline and Diesel)

Dear: Mr. Rosales,

In regards to the request to provide fuel, it is our pleasure to submit the following proposal for your consideration. Our corporate office is located at 4 Hutton Centre Drive, Suite 700, Santa Ana, CA 92707 with business capabilities 7 days per week.

Please note, our proposal for RENEWABLE DIESEL is for Neste MY Renewable Diesel which does not contain biodiesel and aromatics for air quality concerns and the health of our children and those near the vehicles. Neste is the largest supply source of renewable diesel in the world. No other producer or marketer of other renewables is able to compete properly from a technical and supply perspective.

Thank you, for considering IPC as your fuel provider. If you have any questions or concerns, please contact our project manager:

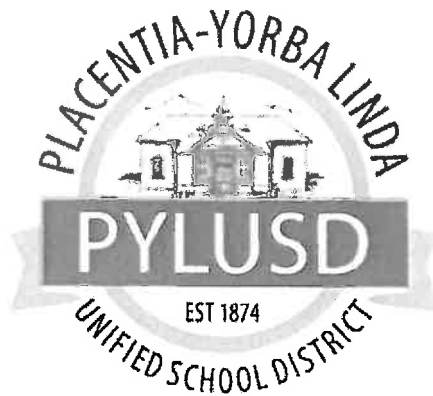
Blanca Hurtado, Manager of Bids and Contracts
Office: (949) 648-5620
Mobile: (714) 616-2703
Email: blanca.hurtado@usipc.com
Website: www.usipc.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Tatsuya Tanaka", written over a horizontal line.

Tatsuya Tanaka
IPC (USA), Inc.
Chief Executive Officer

4 Hutton Centre Drive | Suite 700 | Santa Ana, CA 92707
Toll Free: 800.936.3930 | Tel: 949.648.5600 | Fax: 949.648.5612
www.usipc.com



PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

**BID 220-02
ALL DISTRICTS FUEL BID**

NOTICE INVITING BID

**BID DUE DATE
June 07, 2019 at 10:00:00 A.M.**

**SUBMIT BIDS TO:
Purchasing Department**

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

1301 E. Orangethorpe Avenue

Warehouse Building, 2nd floor

Placentia, California 92870

Phone: 714-985-8470

Fax: 714-985-8764

NOTICE CALLING FOR BIDS

DISTRICTS: Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District, and Westminster School District

Bid No. 220-02: Fuel (Gasoline and Diesel)

Bid Deadline: FRIDAY, JUNE 07, 2019 AT 10:00:00 A.M.

Place of Bid Receipt: Placentia-Yorba Linda Unified School District, Purchasing Department, 1301 E. Orangethorpe Avenue, Placentia, California 92870, Attention: Don Rosales, Director of Purchasing.

Notice is hereby given that the above-named school districts of Orange County, California, acting by and through their Governing Boards, hereinafter referred to as "Districts," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for Bid No. 220-02 Fuel (Gasoline and Diesel).

Bid Documents are on file at the Placentia-Yorba Linda Unified School District, Purchasing Department, or can be downloaded from the District's Purchasing Department webpage at:

https://www.pylusd.org/apps/pages/index.jsp?uREC_ID=185004&type=d&pREC_ID=856459 .

Time is of the essence.

The Districts reserve the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

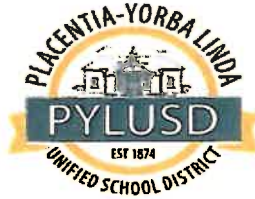
No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

Any questions shall be directed to Don Rosales, Director of Purchasing, at (714) 985-8474.

Publish: May 06, 2019 and May 13, 2019

Placentia-Yorba Linda Unified School District

RFP 220-02 – All Districts Fuel Bid



Attention Bidders: If you downloaded this request for bid from the Purchasing Department webpage, please email this sheet to Tammy Pham at tpham@pylud.org or fax to 714-985-8764

Company Name: IPC-(USA), Inc.
Representative Name: Blanca Hurtado
Title: Manager of Bids and Contracts
Address: 4 Hutton Centre Dr, Ste 700
City: Santa Ana, CA
State/Zip Code: CA, 92707
Phone Number: 949-648-5620
Fax Number: 949-648-5612
Email Address: blanca.hurtado@usipc.com

Please contact Donald Rosales, Director of Purchasing at drosales@pylud.org or Tammy Pham at tpham@pylud.org if you have any questions regarding this Bid. The above information will be used to send addendums for this Bid to all potential bidders who received the bid from the District.

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

INFORMATION FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY

1. **Preparation of Bid Form.** Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. **Form and Delivery of Bids.** The bid must conform and be responsive to all bid documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the **Placentia-Yorba Linda Unified School District, Purchasing Department, 1301 E. Orangethorpe Avenue, Placentia, California 92870, Attention: Don Rosales**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid number and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline, set as June 07, 2019, at 10:00:00 A.M.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. **Bid Security.** Not required.

4. **Signature.** Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if the bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. **Modifications.** Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The Districts shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Agreement. The Agreement which the successful bidder will be required to execute is included in the bid documents.

10. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from, the bid documents, a written request for an interpretation or correction thereof must be submitted to the Placentia-Yorba Linda Unified School District ten (10) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at the Districts' discretion and only by written addendum duly issued by the Districts, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the Districts. If there are discrepancies of any kind in the bid documents, the interpretation of the Districts shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Districts. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

12. Award of Contract. The Districts reserve the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the Districts, will be by action of the Governing Boards and to the lowest responsive and responsible bidder. The Districts reserve the right to award one contract for both gasoline and diesel fuel or two separate contracts, one for gasoline and one for diesel fuel, or separate contracts for each grade of gasoline and one for diesel. If two identical low bids are received from responsive and responsible bidders, the Districts will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the Districts may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work. By submitting a bid, each bidder agrees that the Districts, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the work. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The Districts may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Districts. In this regard, the Districts may conduct such investigations as the Districts deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Districts' satisfaction within the prescribed time. The Districts reserve the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Districts.

14. Term of the Contract. The term of the contract awarded to the successful bidder shall be three (3) years.

15. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. Districts may request that such certificates and endorsements are completed on the Districts' provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder

shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with Districts prior to performing the work, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.

16. Licenses and Permits. Each bidder shall be required to have all valid licenses and permits at the time of the bid opening.

17. Anti-Discrimination. In connection with all work performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors used by such bidder.

18. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to indemnify and hold harmless the Districts, their Governing Boards, officers, agents, and employees and provide the required insurance as set forth in the Special Provisions.

19. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall request it in writing to all the Districts, which request may be denied in the sole discretion of the Districts.

20. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

21. Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.

22. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

23. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification

GENERAL CONDITIONS

Bid No. 220-02
FUEL (Gasoline and Diesel)

1. CONTRACT PERIOD

The term of the contract will be August 1, 2019 through July 31, 2022. Districts anticipate that their Governing Boards will approve the award of a contract for this bid at their respective meetings in July 2019.

2. ORDERS

Each District using this contract will place orders in its own name and will schedule deliveries to its facilities. Each order will reference this bid. Each District will place orders for its facilities through the purchase order process.

3. AWARD/EVALUATION

The Districts intend to award to the responsible bidder submitting the lowest responsive bid. The Districts reserve the right to award one contract for both gasoline and diesel fuel; or two separate contracts, one for gasoline and one for diesel fuel; or to award separate contracts for 87 octane gasoline, 89 octane and/or 91 octane gasoline and diesel fuel, if it is determined to be in their best interests to do so. The Districts reserve the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

4. NO SUBCONTRACTORS

The Supplier shall not use any subcontractors or third party tanker trucks.

5. PRICES

Fuel pricing shall be bid as cents above Los Angeles, California, OPIS gross 10 AM EST daily rack average report with CARB. Supplier will be required to provide with each invoice, a copy of the OPIS report showing the unbranded average for the delivery date for which District is being invoiced.

No price changes are permitted during the first year of the contract, except the OPIS base price, after which prices quoted may be subject to adjustment (increase or decrease) in accordance with corresponding changes in the Consumers Price Index. The non-OPIS portion of the total price shall not be increased more than the Consumers Price Index for the greater Los Angeles/Riverside/Orange County metropolitan area or three percent (3%), whichever is less, as published by the U.S. Department of Labor, Bureau of Labor Statistics at: <http://www.bls.gov/cpi/>. The benchmark index is 247.155 in January, 2016.

In the event of a price decline, or should Supplier sell the same materials under similar quantity and delivery conditions to the State of California, or any other County, Municipality or School District of the State of California, at prices below those specified herein, such lower prices are to be immediately extended to the Districts. In addition, within 24 hours of any price decrease, the Districts shall be notified in writing of such changes and pending orders shall reflect the newer price.

6. F.O.B. DESTINATION

All quoted prices listed on the Bid Form (included in the bid documents) shall be F.O.B. destination at all Districts' locations.

7. DELIVERY AND PERFORMANCE

Delivery and performance shall be made as authorized by purchase order and referencing this bid. The Supplier shall furnish products specified in the bid during the period of the contract at the contract prices allowed and in effect at time of the order.

Supplier will be required to make deliveries at the time specified in vehicles suitable for the purpose intended and said vehicles shall be equipped as required by applicable laws, rules, regulations, with all components such as connectors and hoses of the proper size, strength, length, etc., necessary to successfully complete delivery. All delivery vehicles and trailers must have accurate metering equipment to enable each District's personnel to verify quantities when delivering 5,000 gallons or more.

Supplier awarded this contract, or any portion thereof, shall deliver fuel products within twenty-four (24) hours from the time the order is placed. The Districts reserve the right to order from a Supplier of choice for those items which cannot be delivered F.O.B. to the Districts within twenty-four (24) hours by the Supplier, and Supplier shall be responsible for any additional costs that result due to its failure to deliver in a timely manner.

Supplier shall be liable for any damage or citations that may be incurred as a result of any spills or accidents. In addition, the Districts reserve the right to cancel the contract for delivery in a negligent manner or for spills while delivering.

Supplier shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the work under this contract and shall take all necessary measures and be responsible for the proper care and protection of materials delivered and work performed.

Supplier shall have fuel storage, loading terminal, and metered pumps, all within Southern California, and have access to a fleet of tanker trucks in sufficient quantities for successful and consistent delivery service to all Districts.

8. STANDING TIME

Districts shall be entitled to standing time for the purpose of dispensing fuel at no charge (i.e., the Districts will not incur any additional charges for the truck or drivers time while gasoline or diesel are being delivered and pumped in at the Districts' sites.)

9. ALLOCATIONS

In the event the Supplier's supply of fuel is reduced for reasons beyond its control to a level which prevents the supply of Districts' requirements in full, the Supplier agrees to supply the Districts no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the Districts reserve the right to cancel all or part of the

contract without prejudice to either party, by giving the Supplier thirty (30) days written notification.

10. TEMPERATURE CORRECTION DISALLOWED

Temperature correction of delivered products WILL NOT be allowed. Invoices and payments shall be for net gallons delivered (metered).

11. NO GUARANTEE TO MINIMUM/MAXIMUM QUANTITY

Districts do not guarantee that a minimum or maximum amount will be purchased. Districts will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Supplier.

12. BILLINGS, DISCOUNTS AND PAYMENTS

SUPPLIER will bill in accordance with the instructions noted above under pricing. All delivery tickets for Districts must be signed by a District representative. Discounts for prompt payment are encouraged and may be offered to the Districts. Prompt payment discounts will not, however, be considered in evaluating bids. Payments will be made within sixty (60) days after receipt of product in acceptable condition, or receipt of an acceptable, correct invoice, whichever is later. All payments are subject to routine processing times or those indicated on the purchase order of the ordering agencies. All invoices for fuel must be submitted with a copy of the OPIS report showing the Los Angeles area rack/terminal unbranded daily average rate for the day of delivery to the Districts for reconciliation purposes.

13. LIQUIDATED DAMAGES

Time is of the essence and time limits set by the Districts are critical for the efficient operation of the Districts' transportation services. It is agreed that damages for the failure to meet the time limits required are impossible to ascertain. The Supplier shall be liable for liquidated damages, payable to the Districts, calculated based upon the spot market difference determined by the affected District for each consecutive calendar day of delay. Such damages shall be deducted from any payments due or to become due to the Supplier. Government Code Section 53069.85, Civil Code Section 1671.

14. INDEMNITY

Supplier will be required to indemnify and hold harmless the Districts, their Governing Boards, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Supplier or any person, firm or corporation employed by the Supplier, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the Districts.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Supplier, or any person, firm, or corporation employed by the Supplier, either directly or by

independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off Districts' property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Supplier, either directly or by independent contract,

The Supplier, at Supplier's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Districts, their Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the Districts, their Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

15. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Supplier shall, at Supplier's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Supplier's services, and furnish to Districts a certificate of insurance evidencing all coverages and endorsements required hereunder.

Comprehensive General Liability
Insurance for injuries including
accidental death, to any one
person in an amount not less than

\$ 2,000,000.00

Subject to the same limit for
each person on account of one
accident, in an amount not
less than

\$ 1,000,000.00

Broad Form Property Damage
Insurance in an amount not
less than

\$ 1,000,000.00

Contractual Liability Insurance
in an amount not less than

\$ 1,000,000.00

Comprehensive Automobile
Liability Insurance covering the
use of all owned, non-owned and
hired vehicles with combined
bodily injury and property damage
in an amount not less than

\$ 1,000,000.00

Product & Completed Operations
Liability

\$ 1,000,000.00

Statutory Workers' Compensation
Insurance in accordance with
Sections 3700 and 3800 of the Labor
Code of the State of California

An endorsement to said policy(s)
naming each DISTRICT as an additional
insured while rendering services
under this Contract

Thirty (30) days written notice to each District of cancellation or reduction in coverage.

16. WARRANTIES AND GUARANTEES

Supplier expressly warrants that the goods/services covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

17. HAZARDOUS CHEMICAL/MSDS SHEETS

Supplier shall have available, and shall furnish to the Districts upon request, Material Safety Data Sheets (MSDS) for each hazardous substance and all chemical products provided in this bid and used in the performance of this contract. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the place of shipment or provision of goods and services, and a copy must also be sent to each District.

18. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The Supplier shall not permit an employee to come in contact with Districts' pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Supplier shall certify in writing to each Governing Board of the Districts that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by Supplier is included in the bid documents.

19. TOBACCO FREE POLICY

Supplier has been advised and is aware that each District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Supplier shall be responsible for the enforcement of Districts' tobacco-free policy among all Supplier's employees and subcontractors while on District property. Supplier understands and agrees that should any employee or subcontractor of Supplier violate the Districts' Board Policy after having already been warned once for violating Districts' tobacco-free policy, Supplier shall

remove the individual for the duration of the Agreement. Supplier shall not be entitled to any additional compensation and/or time for such removal.

20. GOVERNING LAW

The laws of the State of California and the County of Orange shall govern all aspects of the bid.

21. FORCE MAJEURE CLAUSE:

The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

22. NO ASSIGNMENT:

The successful vendor shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

23. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:

The vendor hereby agrees and acknowledges that monies utilized by the Districts to purchase the items bid is public money appropriated by the State of California or acquired by the Districts from similar public sources and is subject to variation. The Districts fully reserve the right to cancel the contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

24. NO GUARANTEE:

The Districts provide no guarantees to the usage of this contract.

25. COMPLIANCE WITH OSHA:

Supplier agrees that all item(s) offered comply with all applicable Federal and State occupational Safety and Health Act, laws, standards and regulations, and that vendor will indemnify and hold the Districts harmless for any failure to so conform.

26. SAFETY:

All products delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

27. ATTORNEY FEES:

In the event a suit or action is instituted in connection with any controversy arising out of this contract, each party shall bear its own costs and attorney fees.

28. CANCELLATION OF CONTRACT:

All Districts in named this contract may cancel the contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the Supplier specifying the desired date of termination. The District may cancel this contract WITH CAUSE at any time giving ten (10) days written notice

to the Supplier. Cancellation for cause shall be at the discretion of the District and shall be, but not limited to, failure to supply the materials, equipment, or services specified within the time allowed or within the terms, conditions, or provisions of this contract. The Supplier may not cancel this contract without prior written consent of the Superintendent or his/her designee.

SPECIAL PROVISIONS

Scope of Work

This bid is for the furnishing and delivery of Unleaded Gasoline and Ultra Low Sulfur CARB Diesel Fuel to existing underground and above ground storage tanks at the Districts' locations as identified on the bid documents. This bid covers the approximate annual requirements of each of the Districts. The Districts will have the opportunity to order from this bid in quantities necessary to maintain a District's vehicle and equipment operations. Timing, and quantity needed, will be determined solely by each District, and not by the Supplier. Supplier must have a minimum of three (3) years experience in furnishing and delivery of unleaded gasoline and low sulfur diesel fuel.

Quality of Fuels

Fuel provided must meet California Air Resources Board (CARB) Phase 2 Reformulated Gasoline.

Regulations must meet ASTM D.48 14 or latest revisions as verified by an independent lab of the Districts' choosing.

Only major oil company quality fuels meeting the following attached specifications are to be quoted and/or awarded.

Gasoline shall be unleaded regular 87 Octane (minimum), 89 Octane (minimum) and Premium 91 Octane (minimum) (R+M/2) Method with full additive package.

Pricing and Invoicing

The contract bid price shall include full compensation for providing all required services as specified in this scope of work. No additional compensation will be allowed.

For purposes of payment by the Districts, it shall be the Los Angeles, California, OPIS gross 10 AM EST daily rack average report with CAR.

Pricing on invoices shall indicate OPIS price for day of delivery and also the price being charged to Districts.

Delivery rate and total delivery charge shall be a separate line item and shall not be combined with fuel costs when computing sales tax.

If the pricing service price (OPIS) is cancelled or modified, the Districts reserve the right to cancel the Agreement based on this pricing.

Supplier to send all applicable OPIS information weekly to the Districts.

Delivery Requirements

Delivery within twenty-four (24) hours after receipt of order.

Supplier Responsibility

Supplier shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents. In addition, the Districts reserve the right to cancel the Agreement of the Supplier, notwithstanding compliance with the procedures set forth herein, delivers in a negligent manner or who, under any circumstances, causes a spill while delivering.

It is the responsibility of the Supplier to have the delivering driver measure each fuel tank with a fuel tank gauge stick or a veeder root reader. These readings shall be taken prior to unloading fuel and after unloading fuel and will be recorded on delivery receipts. Delivery tickets are to be signed at time and place of delivery. One copy of each delivery ticket is to be mailed to the appropriate location. All fuel deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, except when the orders state that the deliveries must be made at a different time.

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

Supplier's Facility:

Supplier must have fuel storage, loading terminal, metered pumps, etc. within Southern California and have access to a fleet of tanker trucks. **Supplier shall not have subcontractors or third party tanker trucks.**

Unleaded Gasoline Specifications:

Fuel is to be of Major Oil Company quality with fuel additive package.

Regular Unleaded, Medium Unleaded and Premium Unleaded

Octane rating; R+M/2 87 minimum 89 minimum 91 minimum

Lead content, elemental lead, grams per gallon .001 maximum .05 maximum

Reid Vapor Pressure, LB. Maximum 9.0— 13.5 for all grades

Distillation degrees, Fahrenheit, for all grades

10%evaporation, max	130—145	130—145
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50% “	225—240	225—240
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90% “	350—365	350—365
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End point, max	437.	437.
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Residue, % max	2	2
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Corrosion, 3 hours/ 122 degrees Fahrenheit, max.	1
Sulfur, % max.	0.1
Oxidation stability, minutes, minimum	4
Existent gum, MG/ maximum	4 4

Conformity of product to be supplied under this Agreement shall be determined by ASTM D-439 or Federal Specification VVFR-800 as applicable by independent laboratory analysis.

Ultra Low Sulfur CARB Diesel Fuel Specifications:

Fuel is to be of Major Oil Company quality with full additive package.

Cetane Number, Min.	45
Cetane Index, Min.	45
Pour Point, Max.	N/A
Flash Point, Min.	140 degrees Fahrenheit

Distillation

Recovery by Volume (by ASTM D-86 or latest revision):

10% Evaporation, Max.	437 degrees Fahrenheit
50% Evaporation, Max.	509 degrees Fahrenheit
90% Evaporation, Max.	595 degrees Fahrenheit
End Point, Max.	640 degrees Fahrenheit

Viscosity est. at 100 degrees Fahrenheit	1.9 min.
Water and Sediment, Max.	.05%
Ash Content, by weight, Max.	.01%
Sulfur, by weight, Max.	.05% .0015 = 15 ppm or less
Alkali or mineral acid	neutral
Odor	non-offensive
Carbon residue, 10% residuum	.35% Max.

Conformity of product to be supplied under this Agreement shall be determined by ASTM D-975 or Federal Specification V VF-800 or latest revisions as applicable by independent laboratory analysis.

SPECIFIC DISTRICT LOCATIONS, STORAGE CAPACITIES AND ESTIMATED FUEL USAGE INFORMATION; AVERAGE MONTHLY VOLUMES MAY CHANGE DURING JULY, AUGUST, DECEMBER, FEBRUARY AND APRIL DUE TO SCHEDULED SCHOOL CLOSURES

Consolidated Volume Summary

Gasoline

87 Octane: 485,925 gallons

89 Octane: 431,076 gallons

91 Octane: 0 gallons

Diesel

All locations combined: 549,169 gallons

Note: Volume estimates are based on historical records, however, they could increase or decrease according to changes in student populations in the districts and changes in bus routes and/or the number of buses in service. The volume estimates and average monthly usages of each district follow.

FUEL QUANTITIES BY DISTRICT

ANAHEIM ELEMENTARY SCHOOL DISTRICT

1. 0 gallons underground tank for gasoline

6,000 gallons above ground tank for diesel

2. Refills average approximately 4,000 gallons

3. Average monthly usage:

Gasoline 0

Diesel 4,100 gallons

4. Average annual usage (fiscal year)

Gasoline 0 gallons

Diesel 41,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Anaheim Elementary School District 1001 South East Street Anaheim, CA 92805	6,000 Diesel
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ANAHEIM UNION HIGH SCHOOL DISTRICT

1. 12,000 gallons underground tank for gasoline

24,000 gallons underground tank for diesel

2. Refills average approximately 8,000 gallons

3. Average monthly usage:

Gasoline 0 gallons 87 octane

Gasoline 11,011 gallons 89 octane

Diesel 0 gallons

4. Average annual usage (fiscal year)

Gasoline 0 gallons 87 octane

Gasoline 99,158 gallons 89 Octane

Diesel 0 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Anaheim Union High School District 501 Crescent Way Anaheim, CA 92805	12,000 Gasoline 24,000 Diesel
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CAPISTRANO UNIFIED SCHOOL DISTRICT

ALL LOCATIONS

1. 28,000 gallons underground tank for gasoline
30,000 gallons underground tank for diesel
7,500 Diesel
2. Refills average approximately 8,800 Gasoline gallons
3. Average monthly usage:
Gasoline 8,247 gallons 87 octane
Diesel 12,700 gallons
4. Average annual usage (fiscal year)
Gasoline 98,966 gallons 87 octane
Diesel 152,405 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Capistrano Unified School District 2 "B" Liberty Aliso Viejo, CA 92656	10,000 Gasoline
2 "B" Liberty Aliso Viejo, CA 92656	10,000 Diesel
26126 Victoria Blvd Capistrano Beach, CA 92624	10,000 Gasoline
26126 Victoria Blvd Capistrano Beach, CA 92624	20,000 Diesel
32972 Calle Perfecto San Juan Capistrano, CA 92675	8,000 Gasoline

FULLERTON SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline
10,000 gallons underground tank for diesel
2. Refills average approximately 7,625 Diesel
8,290 Gasoline gallons
3. Average monthly usage:

Gasoline 2,100 gallons **89 octane**

Diesel 1,129 gallons
4. Average annual usage (fiscal year)

Gasoline 25,000 gallons **89 octane**

Diesel 8,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Fullerton School District 1401 W. Valencia Drive Fullerton, CA 92833	10,000 Diesel 10,000 Gasoline
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FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

1. 5,000 gallons underground tank for gasoline

10,000 gallons underground tank for diesel

2. Refills average approximately 2,000 Diesel – every 2-3 months
4,100 Gasoline gallons - monthly

3. Average monthly usage:

Gasoline 4,032 gallons **87 octane**

Gasoline 0 gallons **89 octane**

Diesel 802 gallons

4. Average annual usage (fiscal year)

Gasoline 52,427 gallons **87 octane**

Gasoline 0 gallons **89 octane**

Diesel 10,427 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Fullerton Joint Union High School District 1021 S Leslie St La Habra, CA 90631	10,000 Diesel 5,000 Gasoline
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GARDEN GROVE UNIFIED SCHOOL DISTRICT

1. 22,000 gallons underground tank for gasoline
38,000 gallons underground tank for diesel
2. Refills average approximately 6,000 Diesel
2,000 Gasoline gallons
3. Average monthly usage:

Gasoline 7,200 gallons **87 octane**

Diesel 7,700 gallons
4. Average annual usage (fiscal year)

Gasoline 86,400 gallons **87 octane**

Diesel 92,400 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Garden Grove Unified School District Maintenance and Operations 8211 Lampson Ave Garden Grove, CA 92841	30,000 Diesel 10,000 Gasoline
Garden Grove Unified School District District Office 10331 Stanford Ave Garden Grove, CA 92840	12,000 Diesel 8,000 Gasoline

HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

1. 12,000 gallons underground tank for gasoline

8,000 gallons underground tank for diesel

2. Refills average approximately 6,000 Diesel
2,000 Gasoline gallons

Note: HBUHSD orders combination loads of gasoline and diesel to maintain 7,000 gallon minimum size orders.

3. Average monthly usage:

Gasoline 4,694 gallons **87 octane**

Diesel 7,545 gallons

4. Average annual usage (fiscal year)

Gasoline 56,328 gallons **87 octane**

Diesel 90,537 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Huntington Beach UH School District 7180 Yorktown Avenue Huntington Beach, CA 92648	12,000 Diesel 8,000 Gasoline
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IRVINE UNIFIED SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline
10,000 gallons underground tank for diesel
2. Refills average approximately 7,000 Diesel
7,000 Gasoline gallons
3. Average monthly usage:

Gasoline 12,543 gallons **89 octane**

Diesel 1,000 gallons
4. Average annual usage (fiscal year)

Gasoline 150,518 gallons **89 octane**

Diesel 12,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Irvine Unified School District 100 Nightmist Irvine, CA 92618	10,000 Diesel 10,000 Gasoline
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NEWPORT-MESA UNIFIED SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline
15,000 gallons underground tank for diesel
2. Refills average approximately 8,000 Diesel
8,000 Gasoline gallons
3. Average monthly usage:

Gasoline 5,109 gallons **87 octane**

Diesel 2,433 gallons
4. Average annual usage (fiscal year)

Gasoline 61,304 gallons **87 octane**

Diesel 29,200 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Newport-Mesa Unified School District 2985 Bear Street Costa Mesa, CA 92626	10,000 Gasoline 15,000 Diesel
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ORANGE UNIFIED SCHOOL DISTRICT

1. 12,000 gallons underground tank for gasoline

12,000 gallons underground tank for diesel

2. Refills average approximately 16,000 Gasoline gallons
7,500 Diesel

3. Average monthly usage:

Gasoline 0 gallons 87 octane

Gasoline 16,800 gallons 89 octane

Diesel 7,500 gallons

4. Average annual usage (fiscal year)

Gasoline 0 gallons 87 octane

Gasoline 156,400 gallons 89 octane

Diesel 61,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Orange Unified School District- Transportation 726 West Collins Ave. Orange, CA 92867	12,000 Diesel 12,000 Gasoline
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PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline
15,000 gallons underground tank for diesel
2. Refills average approximately 7,700 Diesel
7,000 Gasoline gallons
3. Average monthly usage:

Gasoline 9,000 gallons **87 Octane**

Diesel 3,400 gallons
4. Average annual usage (fiscal year)

Gasoline 119,000 gallons **87 Octane**

Diesel 41,000 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Placentia-Yorba Linda High School District 1301 E. Orangethorpe Ave. Placentia, CA 92870	10,000 Gasoline 15,000 Diesel
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WESTMINSTER SCHOOL DISTRICT

1. 10,000 gallons underground tank for gasoline
6,000 gallons underground tank for diesel
2. Refills average approximately 3,000 Diesel (every three months)
3,000 Gasoline gallons (every three months)
3. Average monthly usage:

Gasoline 1,098 gallons **87 octane**

Diesel 1,200 gallons
4. Average annual usage (fiscal year)

Gasoline 11,500 gallons **87 octane**

Diesel 11,200 gallons

Fuel Tanks and Locations

Tank Capacity (Gallons)

Westminster School District 14121 Cedarwood Avenue Westminster, CA 92683	<u>6,000</u> Diesel <u>10,000</u> Gasoline
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BID FORM

Name of Bidder: _____

IPC (USA), Inc.

To: Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District and Westminster School District, acting by and through their Governing Boards, herein called the "Districts."

1. The undersigned bidder, having become familiarized with all the following documents, including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 220-02: Fuel (Gasoline and Diesel)

all in strict conformity with the Bid Documents, including Addenda Nos. 1, _____, _____, on file at the Purchasing Department of the **Placentia-Yorba Linda Unified School District** for the sums as set forth in this Bid Form.

2. It is understood that the Districts reserve the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required list(s) of proposed subcontractors is attached hereto and the undersigned represents and warrants that such list(s) is complete.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Placentia-Yorba Linda Unified School District** the Agreement and will also furnish and deliver to the **Placentia-Yorba Linda Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract. The bidder

further agrees that the work shall be commenced by the bidder, if awarded the contract, upon receipt of a Notice to Proceed.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

Tatsuya Tanaka
Tomohiko Otsuki
Randy Jones

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the contract.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the Districts all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the Districts pursuant to the bid. Such assignment shall be made and become effective at the time the Districts tender final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the Districts, the bidder shall furnish a notarized financial statement, references, and other information required by the Districts sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence.

12. The required noncollusion declaration properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

14. The Districts reserve the right to award one contract for both gasoline and diesel fuel or two separate contracts, one for gasoline and one for diesel fuel.

15. Failure to complete the Bid Form in its entirety will render a bidder nonresponsive.

16. Fuels. Consumption estimates are approximate and the Districts do not guarantee a minimum or maximum amount.

All pricing is FOB Destination at all Districts' locations.

Do not include applicable state, federal and local taxes and fees. The Districts' Accounts Payable Departments will pay applicable taxes and regulatory compliance fees after auditing invoices from the successful bidder(s) who is/are awarded a contract.

There is a separate line item for delivery charges (inclusive of applicable loading, line haul and unloading fees).

The price of gasoline and diesel fuel shall be adjusted weekly. Per gallon prices shall be determined by the Average Rack Terminal Price in the column entitled "Los Angeles—Padd 4/5" in the weekly publication of the Oil Price Information Service (OPIS). The OPIS price shall be effective on the Monday following the date of the OPIS Padd 4/5 Report containing the latest OPIS weekly average price until the following Sunday (a duration of seven (7) days). The OPIS pricing arrangement will be valid at all times of the year including periods when oxygenated fuel is mandated by law or regulation. The successful bidder shall supply oxygenated fuel during those mandated periods.

On invoices, delivery charges per gallon shall be listed as a separate line item on each invoice and shall not be combined with fuel costs when computing tax. Each tax and fee shall be identified as a separate line item, listing the unit price of the fee or tax, the applicable quantity of gallons and the extended amount. Each District may require that its purchase order number be placed on each invoice.

For informational purposes, the current tax and fee schedule (the unit of measure is gallon) currently in force is:

Gasoline Tax and Fee Schedule

Federal Excise Tax	.183 (School Districts should be exempt from this tax)
L.U.S.T.	.001 (Leaking Underground Storage Tank clean-up fee)
Federal Oil Spill	
CA State Excise Tax	.0017
AB32	.30
Lead Fee	.0029
CA Sales Tax	.0015
	8.00% in Orange County

Diesel Tax and Fee Schedule

Federal Excise Tax	.243 (School Districts should be exempt from this tax)
L.U.S.T.	.001

Federal Environmental Fee (OSF)	.0019
CA State Excise Tax	.13
AB32	.0034
CA Sales Tax	8.00% in Orange County

Note: Taxes and fees may change in the future according to legislative action. In the event of any change, the successful bidder shall advise the Districts of said change in writing within ten (10) days of the announced change and the effective date of the change.

Bid Form Pricing Sheet

Regular Unleaded Gasoline

Gasoline prices (four decimal places, i.e. 0.0000)

<u>87 OCTANE</u>	<u>89 OCTANE</u>	<u>91 OCTANE</u>
1. Bulk fuels full truck and trailer	Bulk fuels full truck and trailer	Bulk fuels full truck and trailer
Delivery size: 7,000+ gallons	Delivery size: 7,000+ gallons	Delivery size: 7,000+ gallons
OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon
or Minus <u>0.1050</u> cents per gallon	or Minus <u>0.1050</u> cents per gallon	or Minus <u>0.1050</u> cents per gallon
Delivery <u>0.0430</u> cents per gallon	Delivery <u>0.0426</u> cents per gallon	Delivery <u>0.0430</u> cents per gallon
Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon
Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon
Total OPIS + 0.0000 net cents per gallon	Total OPIS + 0.0000 net cents per gallon	Total OPIS + 0.0000 net cents per gallon
2. Smaller Tank — less than full truck	Smaller Tank — less than full truck	Smaller Tank — less than full truck
Delivery size: 3,500— 6,999 gallons	Delivery size: 3,500— 6,999 gallons	Delivery size: 3,500— 6,999 gallons
OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon	OPIS Plus _____ cents per gallon
or Minus <u>0.1050</u> cents per gallon	or Minus <u>0.1050</u> cents per gallon	or Minus <u>0.1050</u> cents per gallon
Delivery <u>0.0806</u> cents per gallon	Delivery <u>0.0806</u> cents per gallon	Delivery <u>0.0806</u> cents per gallon
Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon	Other (Specify) _____ cents per gallon
Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon	Applicable Discount(s) _____ cents per gallon
Total OPIS + 0.0000 net cents per gallon	Total OPIS + 0.0000 net cents per gallon	Total OPIS + 0.0000 net cents per gallon

**Large bulk deliveries
exceeding 7,000 gallons
could include a combined
load of gasoline and diesel.**

Bid Form
Pricing Sheet

Diesel – Ultra Low Sulphur CARB

1. Bulk fuels full truck and trailer

Delivery size: 7,000+ gallons

OPIS Plus _____ cents per gallon

or Minus 0.0750 cents per gallon

Delivery 0.0398 cents per gallon

Other (Specify) _____ cents per gallon

Applicable Discount(s) _____ cents per gallon

Total OPIS + ~~(-0.035)~~ net cents per gallon

2. Smaller Tank — less than full truck

Delivery size: 3,500— 6,999 gallons

OPIS Plus _____ cents per gallon

or Minus 0.0750 cents per gallon

Delivery 0.0724 cents per gallon

Other (Specify) _____ cents per gallon

Applicable Discount(s) _____ cents per gallon

Total OPIS + ~~(-0.035)~~ net cents per gallon

Alternative Renewable Diesel (meeting ASTM D975 specs)

\$ (-0.0950) /gallon

Neste MY Renewable Diesel
no biodiesel blended into the product

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partners: _____

Corporation Name: IPC (USA), Inc.
(a California Corporation)
Business Address: 4 Hutton Centre Dr., Ste. 700
Santa Ana, CA 92707
Telephone: 949-648-5100
Signed By: [Signature], President. Date: 6/5/2019
Print Name: Tatsuya Tanaka, President
[Seal]

Joint Venturer Name: _____

Signed By: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to

Joint Venture

If an Individual: _____

(Name)

Signed By: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____

(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____

(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

INFORMATION REQUIRED OF BIDDER

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). Districts have discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

IPC (USA), Inc.
4 Hutton Centre Dr. Ste 700
Santa Ana, CA 92707

- (2) Telephone: 949-648-5620 Fax No.: 949-648-5612
Electronic Mail: blanca.hurtado@usipc.com

- (3) Individual ☐ Partnership ☐ Corporation ☒ Joint Venture ☐ (check one)

- (4) Distributor's License No. 94-3413183
Name of License Holder IPC (USA), Inc.

- (5) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
<u>Tatsuya Tanaka</u>	<u>Chief Executive Officer</u>
<u>Tomohiko Otsuki</u>	<u>Chief Financial Officer</u>
<u>Randy Jones</u>	<u>Senior Vice President</u>

- (6) Person who inspected Districts' sites:

Name and Title: Blanca Hurtado, Manager of Bids + Contracts
Date of Inspection: TBD

- (7) How many years' experience have you had in supplying fuel to school districts?

10

- (8) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district during the past ten (10) years? Yes ___ No ☒ If the answer is "Yes," provide name of school district and details. _____

- (9) Are you currently under contract with any school district? Yes ☒ No ___ If the answer is "Yes," please provide the following information:

(a) Name of School District: Anaheim Union High School District
Describe the Contract: Fuel: Neste MY Renewable Diesel

(b) Name of School District: San Diego Unified School District
Describe the Contract: Fuel: Gasoline and Neste MY Renewable Diesel

(c) Name of School District: Vista Unified School District
Describe the Contract: Fuel: Gasoline and Neste MY Renewable Diesel

- (10) Supplier must have fuel storage, loading terminal, metered pumps, etc., within Southern California and have access to a fleet of tanker trucks. Do you have all of these requirements? Yes ☒ No ___

If the answer is "No", please list the missing requirements:

Reference No. 1:

Firm:	City of San Antonio
Name:	Martha Rivera
Title:	Fuel Services Coordinator
Address:	329 S. Frio, San Antonio, TX 78207
Telephone:	(210) 207-8383
Email:	martha.rivera2@sanantonio.gov
Term:	6/2011 - Present
Description:	Gasoline and Diesel Fuel Supply - 4.5 million gallons annually

Reference No. 2:

Firm:	North County Transit District
Name:	Greg Wellong
Title:	Principal Contract Officer
Address:	810 Mission Avenue, Oceanside, CA 92054
Telephone:	(760) 966-6582
Email:	gwellong@nctd.org
Term:	1/2014 - Present
Description:	Gasoline and Diesel Fuel Supply - 1.5 million gallons annually

Reference No. 3:

Firm:	VIA Metropolitan Transit
Name:	Todd Peschong
Title:	Contract Administrator
Address:	1720 N. Flores Street, San Antonio, TX 78212
Telephone:	(210) 362-2418
Email:	todd.peschong@viainfo.net
Term:	2/2010 - 5/2013
Description:	Diesel Fuel Supply - 5.5 million gallons annually

Reference No. 4:

Firm:	Orange Unified School District
Name:	Pam McDonald
Title:	Director of Transportation
Address:	726 W. Collins Ave., Orange, CA 92867
Telephone:	(714) 997-6244
Email:	pama@orangeusd.k12.ca.us
Term:	7/2010 – 7/2016
Description:	Gasoline and Diesel Fuel Supply - 1.5 million gallons annually

Reference No. 5:

Firm:	Parker Unified School District
Name:	John Perez
Title:	Fleet Manager
Address:	1216 18th Street, Parker, AZ 85344
Telephone:	(928) 669-2446
Email:	jperez@parkerusd.org
Term:	6/2008 - 6/2018
Description:	Gasoline and Diesel Fuel Supply – 73,000 gallons annually

IMPLEMENTATION TIME: 30 days from the date of official award notification or sooner

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.



Signature

Tatsuya Tanaka

Print Name

Chief Executive Officer

Title

6/5/2019

Date



**PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT**

1301 E. Orangethorpe Avenue
Placentia, CA 92870
www.pyusd.org

Greg Plutko, Ed.D
Superintendent

Board Of Education
Judi Carmona
Carrie Buck
Carol Downey
Karin Freeman
Eric Padget

May 16, 2019

**BID NUMBER 220-02
ALL DISTRICTS FUEL BID**

ADDENDUM NUMBER ONE (1)

Notice to Bidders

The following changes, omissions, and/or additions/deletions to the bid documents, specifications, terms and conditions, and forms of the bid shall apply to the bid. All parties interested shall take careful note of the addendum so that bidders submit accurate bids.

Bidder shall acknowledge receipt of this addendum in the bid documents and submit this document with their bid. In case of conflict, bid documents and the addendum shall govern.

1. Incorporate the attached Designation of Subcontractors list in the bid.
2. Each District participating in this bid will receive a separate Certificate of Insurance naming the District as the loss payee.

A handwritten signature in black ink, appearing to read "Donald Rosales", is written over a circular stamp.

Donald Rosales
Director of Purchasing

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) the name and the location of the place of business for each subcontractor who will perform the work or labor or render service to the bidder in or about the work and (b) the portion of the work which will be done by each subcontractor. The bidder shall list only one subcontractor for each such portion as defined by the bidder in this bid.

Type of Trade, labor or service	Name of Subcontractor	Complete Address, City, Zip and Telephone
<u>Fuel Transport</u>	<u>Infinity Tank Lines</u>	<u>14835 Dartmoor Ave.</u> <u>Norwalk, CA 90650</u>
<u>Fuel Transport</u>	<u>Impact Energy</u>	<u>2266 S. Libac Ave.</u> <u>Bloomington, CA 92316</u>
<u>Fuel Transport</u>	<u>Golden West</u>	<u>13892 Pacific Ave</u> <u>Westminster, CA 92683</u>

Bidder agrees that within twenty-four (24) hours of the bid opening, bidder shall provide the Districts with the complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: 10/5/2019

IPC (USA) Inc.
Name of Bidder

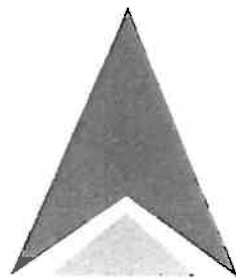
By: 
(Signature of Bidder)

Print Name: Tatsuya Tanaka

Address: 4 Hutton Centre Dr, Ste. 700
Santa Ana, CA 92707

Telephone: 949-648-5620

Email: diana.hurtado@usipc.com

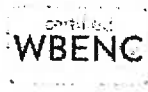


**PINNACLE
PETROLEUM**

www.pinnaclepetroleum.com

Jewelina Noriega

Contract & Sales Manager



16651 Gemini Lane, Huntington Beach, CA 92647
P 714.841.8877 F 714.841.8855

Email: jnoriega@pinnaclepetroleum.com



**PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT**

1301 E. Orangethorpe Avenue
Placentia, CA 92870
www.pylusd.org

Greg Plutko, Ed.D.
Superintendent

Board of Education
Carrie Buck
Judi Carmona
Carol Downey
Karin Freeman
Eric Padget

July 17, 2019

To Whom It May Concern:


The following is an excerpt from the minutes of the Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District held Tuesday, July 9, 2019:

Awarded Bid No. 220-02 for the purchase and delivery of unleaded and diesel fuel to Pinnacle Petroleum, Inc. and alternative renewable diesel fuel to IPC USA, effective August 1, 2019 through July 30, 2020.

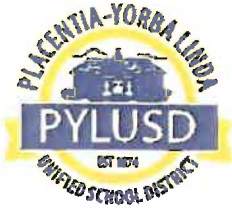
Action: Carried

Motion: Mrs. Karin Freeman
Second: Mr. Eric Padget

Ayes: Carrie Buck, Eric Padget, Judi Carmona, Karin Freeman, Carol Downey
Noes: None
Absent: None



Greg S. Plutko, Ed.D.
Secretary to the Board of Education



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Board of Education
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Judi Carmona
Carol Downey
Karin Freeman
Eric Padget

July 9, 2020

To Whom It May Concern:

The following is an excerpt from the minutes of the Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District held Tuesday, July 7, 2020:

Approved contract renewal per Bid No. 220-02 for the purchase and delivery of unleaded and diesel fuel to Pinnacle Petroleum, Inc., and alternative renewable diesel fuel to Truman Arnold Companies, effective August 1, 2020 through July 31, 2021.

Action: Carried

Motion: Mrs. Carol Downey

Second: Mrs. Judi Carmona

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Absent: None

Greg S. Plutko, Ed.D.
Secretary to the Board of Education

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: BID NO. 220-02, ALL DISTRICT FUEL
DATE: June 22, 2021

BACKGROUND: On July 9, 2019, the Board of Education awarded Bid Number 220-02 for the purchase and delivery of unleaded and diesel fuel to Pinnacle Petroleum and Truman Arnold Companies, formerly IPC USA, for alternative renewable diesel fuel. The initial contract term was for one year after award of the bid with two additional one-year extensions, not to exceed three years.

This renewal will exercise the third one-year period, and will extend the term of the bid from August 1, 2021 through July 31, 2022. All other terms and conditions of the bid remain the same.

RATIONALE: Extending the contract term for an additional year will enable the District to purchase unleaded and diesel fuel on an as-needed basis during the year.

FUNDING: General Fund (0101) \$600,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 5.0, *Optimized Resources* – "A critical measure of a school district's performance is the effectiveness with which it utilizes and generates resources. We ensure that all fiscal and capital resources maximize educational opportunities."

RECOMMENDATION: Approve contract renewal per Bid No. 220-02 for the purchase and delivery of unleaded and diesel fuel to Pinnacle Petroleum, Inc., and alternative renewable diesel fuel to Truman Arnold Companies, effective August 1, 2021 through July 31, 2022.

PREPARED BY: Donald Rosales, Director, Purchasing

AESD BOARD AGENDA DATE: September 23, 2020

CATEGORY: Consent Items - Business Services

SUBJECT: PINNACLE PETROLEUM, INC.,
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
BID NO. 220-02 – FUEL (GASOLINE AND DIESEL)

RECOMMENDATION: It is recommended that the Board of Education approve continued use of Placentia-Yorba Linda Unified School District Bid No. 220-02 – Fuel (Gasoline and Diesel), awarded to Pinnacle Petroleum, Inc. This solicitation was a cooperative bid and Agreement naming specific Orange County School Districts, for the purchase of gasoline and diesel fuel, as needed. Bid No. 220-02 – Fuel (Gasoline and Diesel) was renewed and authorized by Placentia-Yorba Linda Unified School District Board of Education on July 7, 2020, for use from August 1, 2020 through July 31, 2021.

DESCRIPTION: On **INSERT AESD ORIGINAL DATE**, the Board of Education approved use of Placentia-Yorba Linda Unified School District's Bid No. 220-02 – Fuel (Gasoline and Diesel), awarded to Pinnacle Petroleum, Inc., which was a cooperative bid issued by Placentia-Yorba Linda Unified School District acting as lead agency on behalf of Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified, Huntington Beach Union High School District, Irvine Unified, Newport-Mesa Unified, Orange Unified, Placentia-Yorba Linda Unified, and Westminster School District.

Staff has determined that pricing remains competitive and it is in the best interest of the District to continue to utilize the Placentia-Yorba Linda Unified School District's Bid No. 220-02 – Fuel (Gasoline and Diesel), awarded to Pinnacle Petroleum, Inc., as needed for the purchase of gasoline and diesel fuel products, utilizing pricing pursuant to the awarded bid.

FISCAL IMPACT: Transportation Fuel Estimated Cost \$

