



**REQUEST FOR SEALED BIDS  
FUEL DELIVERY SERVICES  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 14-012)**



**BIDS WILL BE RECEIVED UNTIL THE HOUR OF  
2:00 O'CLOCK P.M., THURSDAY, MAY 15, 2014,  
IN THE OFFICE OF THE CITY CLERK,  
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,  
STOCKTON, CALIFORNIA 95202-1997**

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## NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California from qualified firms to meet the fueling requirements for City of Stockton facilities in strict accordance with the specifications **(PUR 14-012)**

The bid specifications and forms can be obtained from the City of Stockton's website at <http://www.stocktongov.com/bidflash> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but no later than **2:00 p.m., on Thursday, MAY 15, 2014**

The City reserves the right to reject any and/or all quotations received.

For information on Process/Clarification, please contact Concepcion Gayotin, Purchasing, at (209) 937-8712, e-mail: [Concepcion.Gayotin@stocktongov.com](mailto:Concepcion.Gayotin@stocktongov.com).

Dated: April 24, 2014

BONNIE PAIGE  
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST  
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- \* \_\_\_ Complete the following bid documents (FROM THIS PACKET **ONLY SUBMIT PAGES 14-22**):
  - \* \_\_\_ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
  - \* \_\_\_ Complete and sign the "Bid to be Submitted" form.
  - \* \_\_\_ Sign the "Bidder's Agreement" form.
  - \* \_\_\_ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
  - \* \_\_\_ Include with bid, name and e-mail address for City contact.
  - \* \_\_\_ Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) CD with an electronic version of the bid documents.
  - \* \_\_\_ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/bidflash>
  - \* \_\_\_ Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **MAY 15, 2014**, at 2:00 p.m. Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date. **Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.**

- A) **BID – FUEL DELIVERY SERVICES**
- B) **(PUR 14-012)**
- C) **MAY 15, 2014**

**CONTACT INFORMATION:**

Information on Bid Process/Clarification
Concepcion Gayotin, Purchasing <u>(209) 937-8712</u> e-mail: <a href="mailto:Concepcion.Gayotin@stocktongov.com">Concepcion.Gayotin@stocktongov.com</a>

\*If not completed as required, your proposal may be voided.

**\*DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

**\*THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR PROPOSAL.**

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FUEL DELIVERY SERVICES  
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**1.0 GENERAL INFORMATION**

**1.1 REQUEST FOR SEALED BIDS**

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide **FUEL DELIVERY SERVICES (PUR 14-012)** for the City of Stockton.

**1.2 INVITATION TO SUBMIT A BID**

Bids shall be submitted no later than **2:00 p.m., on Thursday, MAY 15, 2014**, in the office of:

CITY CLERK  
CITY OF STOCKTON  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "**FUEL DELIVERY SERVICES (PUR 14-012)**." Additionally, submit one (1) CD with an electronic version of the bid documents. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

**1.3 LOCAL BUSINESS PREFERENCE**

**Stockton Municipal Code Section 3.68.090 reads as follows:**

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

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**1.4 CONSEQUENCE OF SUBMISSION OF BID**

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.
- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

**1.5 EXAMINATION OF BID MATERIALS**

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

**1.6 ADDENDA AND INTERPRETATION**

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON  
ATTN: CONCEPCION GAYOTIN  
PURCHASING DIVISION  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997  
[Concepcion.Gayotin@stocktongov.com](mailto:Concepcion.Gayotin@stocktongov.com)

Such request for clarification shall be delivered to the City by May 1, 2014. Any City response to a request for clarifications/questions/answers will be posted on

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the City's website at <http://www.stocktongov.com/bidflash> by May 8, 2014, and will become a part of the bid. The bidder should await responses to inquiries prior to submitting a bid.

**1.7 DISQUALIFICATION**

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder's bid submittal and considered non-responsive.
- D. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code

**1.8 INFORMAL BID REJECTED**

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

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**1.9 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

**1.10 LICENSING REQUIREMENTS**

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

**A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.**

**1.11 HOLD HARMLESS DEFENSE CLAUSE**

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

**1.12 INSURANCE REQUIREMENTS**

Proper insurance certificates must be on file with the City of Stockton Risk Management upon bid submittal. Please see Attachment 3 for insurance requirements

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**1.13 APPLICABLE LAW**

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

**1.14 METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

**1.15 NOTICE TO OUT-OF-STATE VENDOR**

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Purchasing Division at (209) 937-8357.

**1.16 COMPETITIVE PRICING**

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify CITY of such change and any Contract with City shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

**1.17 FUNDING**

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, any contract will

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terminate without penalty, at the end of the term for which funds are appropriated.

**1.18 UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

**1.19 AUDITING OF CHARGES & SERVICES**

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

**1.20 CHANGES**

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

**1.21 OTHER GOVERNMENTAL AGENCIES**

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

**1.22 PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

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**2.0 MINIMUM SPECIFICATIONS**

**2.1 AWARD**

Award will be made to the bidder offering equipment, price, service, delivery and support deemed to be to the best advantage of the City of Stockton. All requirements must be submitted with the quotation, up to and including Business License and Insurance Requirements. The City Purchasing Agent shall be the sole judge in making this determination.

**2.2 CONTRACT PERIOD**

The pricing shall cover the City of Stockton's fuel requirements for the period January 1, 2015 through December 31, 2018, with the option to extend annually for another two (2) years.

**2.3 QUALITY**

Only products of new manufacture or distillation will be accepted. No recycled or reclaimed products will be accepted. Products shall be seasonal-blended with appropriate vapor pressures.

**2.4 TAXES**

- A. State Sales Tax and all other applicable taxes shall be added to the invoice at the time of delivery.
- B. The City of Stockton is exempt from Federal Excise Tax.
- C. California Excise Tax, California Oil Spill Surcharge, Leaking Underground Storage Tank Tax, Federal Oil Spill Fee and Lead Poison Prevention Fee shall be set out as separate items on the invoice.
- D. At the time of award, the successful bidder shall supply the City with a detailed breakdown of all taxes included in the prices that will be shown on the invoices.

**2.5 PRICE QUOTE**

**Prices shall be quoted on the basis of Cents per Gallon Mark-Up and shall remain firm for the length of the contract.**

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**2.6 QUANTITIES**

Quantities reflected in the bid form are approximate and the City of Stockton guarantees no minimum quantity. The City reserves the right to increase or decrease quantities as required.

**2.7 PRODUCT PRICING**

The City shall pay the daily Unbranded OPIS (Stockton average) rack price available at time of pick-up from the Stockton Rack, for each product supplied, plus the Mark-Up and applicable taxes.

**2.8 PRICE VERIFICATION**

During period of contract, successful bidder will be required to provide price verification. Successful bidder will be required to submit copies of the daily Unbranded OPIS (Stockton average) rack price, with their bill of lading for each tank/truck/trailer load of unleaded or ultra low sulfur clear diesel.

The Bidder hereby agrees to furnish petroleum products in accordance with the specification listed and for the prices indicated on the Fuel Bid Form based on the average Unbranded Stockton rack price available at time of pick up from Stockton Rack, for each product supplied, plus mark-up and applicable taxes per location/delivery.

Price differences between deliveries will be reflected in submitted OPIS and price verification with the corresponding invoice(s).

**2.9 PAYMENT**

As products are delivered, Bidder shall email completed invoices and delivery ticket(s)/bills of lading with weekly statements to Purchasing and Fleet Staff at the following e-mail addresses: [Fuel@Stocktongov.com](mailto:Fuel@Stocktongov.com).

Delivery ticket(s)/bills of lading must include (1) location and (2) quantity-delivered-verification signatures of both City of Stockton staff and Contractor delivery staff.

Invoices must reference delivery date, type of fuel delivered, quantity, delivery location and include pricing rate, as well as amount due. A separate invoice will be submitted per delivery location.

Every month, Bidder will submit a statement listing all invoices and outstanding amounts. Payment to successful bidder will be made net thirty (30) days from receipt of the correct/approved statement. Payment terms may be negotiable. Please include such terms in the submitted quotation.

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**2.10 FACILITY LOCATIONS AND CAPABILITIES**

Bidder agrees that price includes all freight and handling charges as well as delivery to the City of Stockton facilities as described on Attachment #1. City reserves the right to add or delete delivery locations as required.

Except as set forth in Attachment #1, Bidder shall, at its sole cost and expense, furnish all facilities and equipment that may be required for supplying fuel.

City of Stockton shall ensure availability of staff for quantity verification and signature and will ensure that no significant delays in providing quantity verification and signature are caused. Bidder agrees to provide a delivery schedule should it be different from the schedule below:

- Tuesdays – Main PD and locations requiring delivery twice a week
- Thursdays – Municipal Service Center (Corp Yard) requiring every two weeks
- Fridays – Municipal Utilities, Main PD, and locations requiring deliveries twice a week

**2.11 SPECIAL REFUELING REQUIREMENTS**

The following facilities are to receive fuel (Diesel and/or Unleaded) twice each week on a keep full basis:

- Fire Co. #2, 110 West Sonora Street
- Fire Co. #3, 1116 East First Street
- Fire Co. #4, 5525 Pacific Avenue
- Fire Co. #7, 1767 Hammer Lane
- Police Department, 22 East Market Street
- Police North Station, 7209 Tam O'Shanter

The following fourteen facilities are to receive fuel (Diesel and/or Unleaded) once each week on a keep full basis:

- Fire Co. #1, 1815 Fresno Avenue (currently closed – no deliveries until further notice)
- Fire Co. #5, 3499 Manthey Road
- Fire Co. #6, 1501 Picardy Drive
- Fire Co. #9, 550 East Harding Way
- Fire Co. #10, 2903 West March Lane
- Fire Co. #11, 1211 East Swain Road
- Fire Co. #12, 4010 East Main Street
- Fire Co. #13, 3606 Hendrix
- Fire Co. #14, 3019 McNabb Place
- Regional Wastewater Control, 2500 Navy Drive
- Municipal Service Center, 1465 South Lincoln Street

The following facilities are to receive Diesel on an as needed basis:

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Oak Park, Billy Hebert Field  
Bianchi & Calaveras Storm Station, 104 E Bianchi Road  
Don Avenue & Mosher Slough Storm Station, 8676 Don Avenue  
El Dorado & Mosher Storm Station, 8477 N El Dorado St  
Royal Oaks & Bear Creek Storm Station, SE corner of Dentoni Park  
Spanos Park West Storm Station, Back of Michael Faklis Park  
Yarmouth & Mosher Storm Station, 8572 Yarmouth Drive  
Brookside Estates Sanitary Pump Station, March Lane/Buckley Cove Way  
Swenson Park & 5 mile Creek Sanitary Pump Station, North Pump Station,  
Swenson Golf Course  
Smith Canal Sanitary Pump Station, 2144 Fontana Avenue  
Westside Interim Sanitary Pump Station, 14 mile Slough, Old North Plant  
DWSP, 11373 N Lower Sac Road, Lodi  
Intake Center, 10001 Correia Road, Stockton

The following facilities are to receive Dyed Diesel on rare occasions:

Bianchi Storm Station  
Don Avenue Station  
El Dorado & Mosher Station  
Arch Road Station

**2.12 RESPONSE TIME**

Bidder agrees that delivery will be made within 24 hours after receipt of notification of product requirement by the City of Stockton or per the requirements stated in the Special Refueling Requirements section of this document.

Bidder agrees to be available during the hours of 7am to 5pm, Pacific Standard Time.

**2.13 CANCELLATION**

City of Stockton may terminate resulting contract at any time by mailing a notice in writing to Contractor. The contract shall then be deemed terminated and no further deliveries shall be performed by Contractor. If the contract is so terminated, the Contractor shall be paid for the fuel actually delivered through the time the notice of termination is received. Contractor may terminate this Agreement with a 60-day advanced written notice of cancellation submitted to the City of Stockton.

**NOTE: Any one violation of the “keep full basis” requirement shall be just cause for termination.**

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**2.14 ASSIGNMENT**

Any contract resulting from this process and any amendments or supplements thereto shall not be assignable by successful Bidder either voluntarily or by operation of law without the written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship proceeding. Such contract shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

# BID DOCUMENTS

- A) BID – FUEL DELIVERY SERVICES
- B) PUR 14-012
- C) MAY 15, 2014

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**CITY OF STOCKTON  
FUEL BID FORM  
BID TO BE SUBMITTED**

The twelve month Estimated Quantities, as follows, are to be used for bidding on the City's annual fuel requirements. The undersigned hereby agrees to furnish petroleum products in accordance with the specifications listed and for the prices indicated below based on the lowest Unbranded Stockton rack price available at time of pick up from Stockton Rack, for each product supplied, plus mark-up and applicable taxes per location/delivery:

<u>Description</u>	<u>Quantity Gallons</u>	<u>Mark-Up</u>	<u>Estimated Total Cost**</u>
A. Unleaded Gasoline, Minimum 87 Octane Rating			
1. Less than 1,000 Gallons	51,835	\$ _____	\$ _____
2. 1,000 – 5,000 Gallons	272,194	\$ _____	\$ _____
3. 5,000 – 12,000 Gallons	110,231	\$ _____	\$ _____
B. Diesel #2 Clear Ultra Low Sulfur			
1. Less than 1,000 Gallons	103,090	\$ _____	\$ _____
2. 1,000 – 5,000 Gallons	8,520	\$ _____	\$ _____
3. 5,000 – 12,000 Gallons	24,394	\$ _____	\$ _____
<b>GRAND TOTAL</b>			<b>\$ _____</b>

\*\*Estimated Total Cost = Quantity X Mark-Up per Gallon

**PAYMENT TERMS:** \_\_\_\_\_

**CITY OF STOCKTON BUSINESS LICENSE NUMBER** \_\_\_\_\_

\_\_\_\_\_  
FIRM

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

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS PHONE

\_\_\_\_\_  
EMERGENCY PHONE

**BIDDER’S AGREEMENT**

In submitting this bid, as herein described, the Bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
2. They have reviewed and understand all clarifications/questions/answers on the City’s website at <http://www.stocktongov.com/bidflash> .
3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the Bidder on this bid.
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.
5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be “A Jurat” notarization.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
ADDRESS

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

\_\_\_\_\_  
TITLE OR AGENCY

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

**NOTE:** Bids are invalid which are unsigned. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

**OFFICE OF THE CITY CLERK  
FIRST FLOOR, CITY HALL  
425 NORTH EL DORADO STREET  
STOCKTON, CALIFORNIA 95202-1997**

On or before **2:00 p.m. MAY 15, 2014**, and publicly opened immediately thereafter in the City Council Chambers.

SPECIAL NOTE: U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK’S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK’S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.

**CITY OF STOCKTON  
FUEL BID FORM  
(PUR 14-012)**

**ATTACHMENT #1**

**LOCATIONS**

**CAPACITY  
GALLONS**

**Diesel # 2 Clear Ultra Low Sulfur**

Fire Co. #1, 1818 Fresno Avenue	550
Fire Co. #2, 110 West Sonora Street	1,000
Fire Co. #3, 1116 East First Street	500
Fire Co. #4, 5525 Pacific Avenue	500
Fire Co. #5, 3499 Manthey Road	1,000
Fire Co. #6, 1501 Picardy Drive	500
Fire Co. #7, 1767 Hammer Lane	500
Fire Co. #9, 550 East Harding Way	500
Fire Co. #10, 2903 West March Lane	500
Fire Co. #11, 1211 East Swain Road	550
Fire Co. #12, 4010 East Main Street	550
Fire Co. #13, 3606 Hendrix	500
Fire Co. #14, 3019 McNabb Place	500
Oak Park, Billy Hebert Field	500
Regional Wastewater Control, 2500 Navy Drive	2,000
Municipal Service Center, 1465 South Lincoln Street	12,000
Bianchi & Calaveras Storm Station, 104 E Bianchi Road	500 & 2 each 10
Don Avenue & Mosher Slough Storm Station, 8676 Don Avenue	500 & 25
El Dorado & Mosher Storm Station, 8477 N El Dorado Street	1,000
Royal Oaks & Bear Creek Storm Station, SE corner of Dentoni Park	1,000
Spanos Park West Storm Station, Back of Michael Faklis Park	2,500
Yarmouth & Mosher Storm Station, 8572 Yarmouth Drive	154
DWSP, 11373 N Lower Sac Road, Lodi	3,500
Intake Center, 10001 Correia Road	3,500

**Unleaded Gasoline**

Van Buskirk, French Camp Turnpike and Houston Avenue	500
Fire Co. #2, 110 West Sonora Street	1,000
Regional Wastewater Control, 2500 Navy Drive	12,000
Police, North Station, 7209 Tam O'Shanter	2,500
Police Department, 22 East Market Street	6,000
Municipal Service Center, 1465 South Lincoln Street	12,000

**CITY OF STOCKTON  
FUEL BID FORM  
(PUR 14-012)**

**ATTACHMENT #2**

Estimated number of fuel deliveries for 12 months:

<u>Unleaded Fuel</u>	<u>No. of Deliveries</u>
1-500 gallons	136
500 -1,000 gallons	25
1,000 – 5,000 gallons	111
> 5,000 gallons	14

Diesel #2 Clear Ultra Low Sulfur

1- 500 gallons	610
500 - 1,000 gallons	20
1,000 – 5,000 gallons	4
> 5,000 gallons	4

The above is provided as information only and is no guarantee of future purchases.

**ATTACHMENT #3**  
**INSURANCE REQUIREMENTS**  
**FUEL SUPPLIER VENDOR**

**VENDOR** shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$5,000,000 per occurrence, and \$10,000,000 Aggregate limit. City may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of this contract
- (ii) **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**, to include liability for Groundwater contamination, Explosion, Sudden and Accidental and Environmental cleanup, etc. Same minimum limits as Commercial General Liability.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY. The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to

the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Vendor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor's full policy limits and these minimum requirements shall not restrict the Vendor's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617 and the fax is

(209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

*Contractors shall not assign, sublet, or transfer the Agreement or any interest or obligation in the Agreement without prior written consent of the City of Stockton. If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor may be considered non-compliant and may be subject to immediate cancellation.*



