COUNTY OF ALAMEDA

REQUEST FOR QUOTATION NO. 10153/EP/04

SPECIFICATIONS, TERMS & CONDITIONS
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS,
AUTOMOTIVE & INDUSTRIAL FLUIDS & LUBRICANTS

NETWORKING/BIDDERS CONFERENCES

At

10:00 a.m. 2:00 p.m.
on on
JANUARY 10, 2006 JANUARY 11, 2006
At At
GENERAL SERVICES AGENCY PUBLIC WORKS AGENCY
1401 LAKESIDE DRIVE 951 TURNER COURT
CONFERENCE ROOM 201 CONFERENCE ROOM 230A
OAKLAND, CA 94612 HAYWARD, CA 94545

RESPONSE DUE
by
2:00 p.m.
on
JANUARY 30, 2006
at
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
# COUNTY OF ALAMEDA
REQUEST FOR QUOTATION NO. 10153/EP/04
SPECIFICATIONS, TERMS & CONDITIONS
For
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL
FLUIDS & LUBRICANTS

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## ATTACHMENTS

- Exhibit A – Acknowledgement
- Exhibit B - Bid Form
- Exhibit C – Insurance Requirements
- Exhibit D1 – Current References
- Exhibit D2 – Former References
- Exhibit E – SLEB Certification Application Package
- Exhibit F – Small and Local Business Partnering Information
ATTACHMENTS (cont’d)

Exhibit G – Request for Small and Local or Emerging Preference
Exhibit H – First Source Agreement
Exhibit I – Exceptions, Clarifications, Amendments
Exhibit J – Standard Agreement Contract Draft
Exhibit K – Intentionally Omitted
Exhibit L – RFQ Vendor Bid List
Exhibit M – Response/Content Submittal; Completeness Check List
### I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>API</td>
<td>Shall refer to American Petroleum Institute</td>
</tr>
<tr>
<td>ASTM</td>
<td>Shall refer to American Society for Testing and Materials</td>
</tr>
<tr>
<td>B20</td>
<td>As used herein refers to a Bio-diesel mixture with twenty percent (20%) mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats and eighty percent (80%) diesel fuel</td>
</tr>
<tr>
<td>Bid</td>
<td>Shall mean the bidders’/contractors’ response to this Request</td>
</tr>
<tr>
<td>Bidder</td>
<td>Shall mean the specific person or entity responding to this RFQ</td>
</tr>
<tr>
<td>Board</td>
<td>Shall refer to the County of Alameda Board of Supervisors</td>
</tr>
<tr>
<td>Bulk</td>
<td>Shall refer to not divided into parts or packaged in separate units</td>
</tr>
<tr>
<td>CARB</td>
<td>Refers to the California Air Resources Board</td>
</tr>
<tr>
<td>CSC</td>
<td>Shall refer to County Selection Committee</td>
</tr>
<tr>
<td>Contractor</td>
<td>When capitalized, shall refer to selected bidder that is awarded a contract</td>
</tr>
<tr>
<td>County</td>
<td>When capitalized, shall refer to the County of Alameda</td>
</tr>
<tr>
<td>Federal</td>
<td>Refers to United States Federal Government, its departments and/or agencies</td>
</tr>
<tr>
<td>F.O.B</td>
<td>Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)</td>
</tr>
<tr>
<td>GSA</td>
<td>Shall mean Alameda County’s General Services Agency</td>
</tr>
<tr>
<td>Labor Code</td>
<td>Refers to California Labor Code</td>
</tr>
<tr>
<td>LPG</td>
<td>Refers to liquefied petroleum gas (propane)</td>
</tr>
<tr>
<td>MSDS</td>
<td>As used herein shall refers to Material Safety Data Sheets</td>
</tr>
<tr>
<td>MTBE</td>
<td>Refers to Methyl Tertiary-Butyl Ether</td>
</tr>
<tr>
<td>OPIS</td>
<td>Shall mean the Oil Price Information Service.</td>
</tr>
<tr>
<td>OSHA</td>
<td>Refers to California Occupational Safety and Health Administrations</td>
</tr>
<tr>
<td>PAD</td>
<td>Refers to Petroleum Administration for Defense</td>
</tr>
<tr>
<td>PAD 5</td>
<td>Refers the Western United States region for oil price information under OPIS and includes the San Francisco area</td>
</tr>
<tr>
<td>Quotation</td>
<td>Shall mean bidder’s response to this RFQ</td>
</tr>
<tr>
<td>Red Dyed Diesel Fuel</td>
<td>Shall refer to off road diesel fuel</td>
</tr>
<tr>
<td>Request for Quotation</td>
<td>Shall mean this document, which is the County of Alameda’s request for contractors’/bidders’ proposal to provide the goods and/or services being solicited herein. Also referred herein as RFQ</td>
</tr>
<tr>
<td>Response</td>
<td>Shall refer to bidder’s quotation submitted in reply to RFQ</td>
</tr>
<tr>
<td>RFQ</td>
<td>Request for Quotation</td>
</tr>
<tr>
<td>SAE</td>
<td>Shall refer to Society of Automotive Engineers</td>
</tr>
<tr>
<td>SLEB</td>
<td>Small Local Emerging Business</td>
</tr>
</tbody>
</table>
II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe the annual requirements for Alameda County’s vehicle/equipment fleet fuel, fluid and lubricants. These requirements include providing the County with non-Methyl Tertiary-Butyl Ether (Non-MTBE) Gasoline, B-20 Bio-Diesel Fuels, Ultra-Low Sulfide Diesel Fuel, Red Dyed Diesel Fuel, Bulk Liquid Propane Gas (LPG), Reclaimed/Refined Non-Virgin Motor Oils, Automatic, Reclaimed/Refined Non-Virgin Automotive Antifreeze (Ethylene Glycol) and certain lubricants.

B. SCOPE

The Alameda County General Services Agency Motor Vehicle Department (MVD) maintains emergency generators and a fleet of vehicles in excess of one thousand one hundred (1,100) which use gasoline and diesel fuel. The fleet composition consists of automobiles, both small and large trucks, and other heavy motorized equipment. The County fleet is fueled at five (5) locations throughout the County.

The Alameda County Fire Department (ACFD) maintains a fleet of both gasoline and diesel powered vehicles and equipment. ACFD fleet is fueled at fifteen (15) locations throughout the County.

The Alameda County Public Works (ACPW) and Flood Control District (FCD) require gasoline, red dyed diesel and bulk LPG fuels to be delivered to fifteen (15) pump stations throughout the County. Fuel at these locations is either in underground storage tanks or above ground storage tanks, with many being inaccessible to large tanker trucks.

The Zone 7 Water Agency requires delivery of LPG to be used as fuel in fork lifts and as heating fuel for some of the buildings located on the agency’s premises.

The County is soliciting quotations from qualified suppliers that meet its requirements for the products and services specified herein.

C. SPECIFIC REQUIREMENTS

Contractor(s) shall supply the County with the following fuels:

1. Non-MTBE Reformulated Gasoline;
2. B20 Bio-Diesel;
3. Ultra-Low Sulfide Diesel;
4. Red Dyed Diesel;
5. Liquid Propane Gas (LPG);
6. Reclaimed/Refined Non-Virgin Motor Oil;
7. Reclaimed/Refined Non-Virgin Automotive Antifreeze (Ethylene Glycol); and

Contractor(s) shall:

1. Provide both full truck and trailer service and tank wagon service in order to access all applicable County facilities for delivery.

2. Supply fuels that meet all current CARB standards, codes, regulations and all other current Federal and State and local requirements applicable to fuel quality to the most recent revisions.

3. Supply B20 Bio-Diesel fuel that meets all current American Society for Testing and Materials (ASTM) specifications for bio-diesel and CARB standards, codes, regulations and all other current Federal, State and local requirements applicable to the most recent revisions.

4. Supply Reclaimed/Refined Non-Virgin Motor Oil containing a minimum of seventy percent (70%) by volume of refined base oil and Automatic Transmission Fluid that meet all current American Petroleum Institute (API) and Society of Automotive Engineers (SAE) automobile, truck equipment, engine and transmission manufacturers standards, codes and regulations.

5. Supply Reclaimed/Refined Non-Virgin Automotive Antifreeze (Ethylene Glycol).

6. Supply Refined Virgin Motor Oil, Turbine oil and other lubricants as required by the County.

7. At all times during the term of any contract awarded hereunder, the Contractor(s) shall possess all licenses and permits as required by any Federal, State, County or local agency necessary to supply and transport Reformulated Gasoline and Diesel Fuel and lubricants. Contractor’s drivers shall be insured, properly licensed, possess the experience necessary and maintain driving records that are free from significant incidents.

D. DELIVERABLES REQUIREMENTS

1. Contractor(s) shall have the ability to provide both full truck and trailer and tank wagon service.
2. Contractor(s) shall be required to deliver fuel to the following locations, including those listed on Exhibit B, Bid Form for other agencies within Alameda County:

a) Winton Avenue Motor Pool, 224 West Winton Avenue, Hayward, CA 94544;

b) ALCO Park Garage, 165 – 13th Street, Oakland, CA 94612;

c) Hayward Corporation Yard, 951 Turner Court, Hayward, CA 94545;

d) Santa Rita Vehicle Facility, 6175 Madigan Road, Dublin, CA 94568; and

e) Office of Emergency Services, 2000 - 150th Avenue, San Leandro, 94578.

3. For the above locations, orders shall be placed by telephone from the General Services Agency (GSA), Motor Vehicle Fleet Manager or designee. All deliveries shall be made Monday through Friday only and at the times designated below, excluding the following County recognized holidays:

a) New Year’s Day
b) Martin Luther King, Jr’s. Birthday
c) Lincoln’s Birthday
d) Washington’s Birthday
e) Memorial Day
f) Independence Day
g) Labor Day
h) Veteran’s Day
i) Thanksgiving Day
j) Christmas Day

4. The Alameda County Fire Department requires a delivery program that will keep all tanks full; this will require a delivery of fuel to all fuel stations once a week without the Fire Department having to place an order by telephone. The Contractor shall track the fuel that is used and set a schedule for delivery accordingly. The Fire Department will only phone in an order when a tank(s) is getting low due to training in a particular area and higher than normal use occurs; Contractor(s) shall respond with delivery the same day.
5. Due to security requirements, all fuel deliveries for Public Works Flood Control Pump Stations will be made by advanced arrangements. Contractor(s) will need to be escorted by Public Works personnel.

6. A single tank wagon shall be used for fuel deliveries to the Office of Emergency Services and Public Works Flood Control Pump Stations due to limited access. All other facilities will accommodate a full truck trailer.

7. Contractor(s) shall be able to deliver fuel to many Public Works Flood Control Pump Stations, which are accessible only by way of unpaved surfaces or gravel roads.

8. A single tank wagon shall be used for fluid and lubricant deliveries to the ALCO Park Garage due to limited access. All other facilities will accommodate a full truck trailer.

9. **ORDER LEAD TIME**

   Normal Orders: No more than two (2) business days.
   Emergency Orders: No more than one (1) business day.

10. **DELIVERY TIMES**

    Alco Park Garage: 7:00 a.m. – 10:00 a.m. **ONLY**
    Other GSA locations: 7:00 a.m. – 4:00 p.m.

### III. INSTRUCTIONS TO BIDDERS

#### E. COUNTY CONTACTS

GSA-Purchasing is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Purchasing Department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids and continue until a contract has been awarded or the bid process is cancelled. Bidders shall not attempt to influence evaluators during the evaluation process.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by **December 30, 2005** to:

Art Nero, Contracts Specialist II
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
F. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Issued</td>
<td>December 22, 2005</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td><strong>By</strong> 12:00 noon on January 9, 2006</td>
</tr>
<tr>
<td>Networking/Bidders Conference</td>
<td>January 10, 2006 <strong>AT</strong> 10:00 a.m. <strong>AT</strong>: General Services Agency 1401 Lakeside Drive Conference Room 201 Oakland, CA 94612</td>
</tr>
<tr>
<td>Networking/Bidders Conference</td>
<td>January 11, 2006 <strong>AT</strong> 2:00 p.m. <strong>AT</strong>: Public Works Agency 951 Turner Court Conference Room 230A Hayward, CA 94545</td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>January 13, 2006</td>
</tr>
<tr>
<td>Response Due</td>
<td><strong>BY</strong> 2:00 p.m. on January 30, 2006</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>January 31, 2006 Through February 3, 2006</td>
</tr>
<tr>
<td>Contract Award Date</td>
<td>February 10, 2006</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>March 1, 2006</td>
</tr>
</tbody>
</table>

Note: Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a bid, bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
G. **NETWORKING/BIDDERS CONFERENCE**

Networking/bidders conferences will be held to:

- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.
- Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
- Provide the County with an opportunity to receive feedback regarding the project and RFQ.

Written questions submitted prior to the networking/bidders conferences, in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conferences, will be addressed whenever possible at the networking/bidders conferences. All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the networking/bidders conferences in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend the networking/bidders conferences in order to further facilitate partnering relationships. Vendors who attend the networking/bidders conferences will be added to the Vendor Bid List (See Exhibit L).

Failure to participate in the networking/bidders conferences will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at the networking/bidders conferences is strongly encouraged and recommended but is not mandatory.

Networking/bidders conferences will be held on:

<table>
<thead>
<tr>
<th>January 10, 2006 at 10:00 a.m.</th>
<th>January 11, 2006 at 2:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Alameda County, General Services Agency Conference Room No.201 1401 Lakeside Drive Oakland, CA 94612</td>
<td>At Alameda County Public Works Agency Conference Room No.230A 951 Turner Court Hayward, CA 94545</td>
</tr>
<tr>
<td>Additional Information: Please allow enough time for parking at metered street parking or public parking lot and entry into secure building.</td>
<td>Additional Information: Free parking available at on-site parking lot.</td>
</tr>
</tbody>
</table>
H. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Alameda County BY 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Purchasing Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Reformulated Gasoline, Diesel & Bio-Diesel Fuels, Automotive & Industrial Fluids & Lubricants
RFQ NO. 10153/EP/04
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612

3. Bidders are to submit an original plus three (3) copies of their quotation. Original quotation is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound.

4. Bidder's name and return address must also appear on the mailing package.

5. No telegraphic or facsimile bids will be considered.

6. Bidder agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of its bid.

7. Submitted bids shall be valid for a minimum period of one hundred twenty (120) days.
8. All costs required for the preparation and submission of a bid shall be borne by Bidder.

9. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.

10. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

11. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.

12. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

I. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.

2. In order for bids to be considered complete, Bidder must provide all information requested. See Exhibit M, Response Content and Submittals, Completeness Checklist.

J. NOTICE OF AWARD

1. At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all bidders will be notified in writing by certified mail of the contract award recommendation, if any, of GSA - Purchasing. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:

- The name of the bidder being recommended for contract award;
- The names of all other bidders; and,
• In summary form, bid price for each bidder.

2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid with the Contracts Specialist.

3. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder, etc.

4. Debriefing may include review of successful bidder’s proposal.

K. BID PROTEST / APPEALS PROCESS

GSA-Purchasing prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the Assistant Director of GSA, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. The bid protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.

   a. The bid protest must contain a complete statement of the basis for the protest.

   b. The protest must include the name, address and telephone number of the person representing the protesting party.

   c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.

   d. The procedure and time limits are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid Protest.

2. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.

3. Upon receipt of written protest/appeal, GSA, Assistant Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
a. Responses will be issued and/or discussed at least five (5) days prior to an award being made.

b. Responses will inform the bidder whether or not the recommendation for Award is going to change.

4. The decision of the Assistant Director, GSA may be appealed to the Director, GSA. All appeals to the Director, GSA shall be in writing and submitted within five (5) calendar days of notification of decision by the Assistant Director, GSA-Purchasing.

5. The decision of the Director, GSA is the final step of the appeal process.

IV. TERMS AND CONDITIONS

L. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) years.

2. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

M. ALTERNATIVES TO B20 BIO-DIESEL FUEL

1. The County is currently using B20 Bio-Diesel for its automotive fleet and is prepared to consider and has an interest in Ultra-Low Sulfide Diesel. In the instance of bio-diesel fuel, the County requires that this fuel be delivered premixed. Bids based on equivalent products shall:

   a. Clearly describe the alternate offered and indicate how it differs from the product specified;

   b. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the specifications; and,

   c. Meets all CARB requirements, regulations and all other current Federal and State requirements applicable to fuel quality, to their latest revisions.

2. The County reserves the right to be the sole judge of what is equal and acceptable and may require Contractor(s) to provide additional information and/or samples.
3. Contractor shall quote its pricing of Ultra-Low Sulfide diesel and/or bio-diesel on the Bid Form, Exhibit B when quoting pricing on these alternatives. Also please note in the bid margin whether you are quoting ultra-low sulfide (ULSD) or B20 bio-diesel fuel.

N. QUANTITIES

Quantities listed herein are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

O. PRICING

1. Contractor(s) shall quote an adjustment to the five (5) Day Average gasoline and diesel prices published weekly in the OPIS Newsletter Report for the San Francisco area for the type of fuels requested. The weekly OPIS Newsletter Report is available every Thursday and will be used to determine pricing for the day of delivery. The quoted adjustment shall include freight, handling and other Contractor(s) related charges, but is not to include government surcharges or taxes. Quote prices on attached Exhibit B, Bid Form.

2. All pricing for Fluids and Lubricants will be as quoted.

3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.

4. Unless otherwise stated, Bidder agrees that any and all rebates, allowances or other price reduction incentives being offered to customers of Contractor, including any pass through incentives from refineries will be provided to County.

5. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.

6. All prices quoted shall be in United States dollars and cents carried to the fourth decimal place. There are no exceptions.

7. The County has the right to decline to award this contract if it is determined that proposed pricing is not competitively priced with similar sized counties or non-county agencies within the State of California.
P. TAXES AND SURCHARGES

County will pay to Contractor:

1. Applicable sales tax
2. California oil spill surcharge
3. Diesel fuel use tax, except red dyed diesel fuel
4. Childhood Lead Poisoning Fee

Q. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.

2. The County shall evaluate bids based on:
   a) The per gallon price listed in the OPIS PAD 5-Day Average Report for the San Francisco area, dated December 22, 2005, plus Contractor’s quoted adjustment multiplied by the estimated number of gallons per year.
   b) Contractor quoted “stop in transit” charges multiplied by the estimated number of stops per year.
   c) Projections for year two (2) and three (3) based on contractor’s quoted escalator.

3. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.

5. The County reserves the right to award to a single or multiple contractors.

6. The County has the right to decline to award this contract or any part thereof for any reason.

7. In the event of termination due to breach of contract and/or substandard or unsatisfactory performance the County reserves the right to contact the Contractor that submitted the next lowest quotation.

8. Contractor shall sign an acceptance of award letter. A Standard Agreement contract must be signed by the winning bidder following award of contract.
9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Attached Exhibit J contains minimal Agreement boilerplate language only.

10. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder’s quotation, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

**R. METHOD OF ORDERING**

1. A written PO and signed Standard Agreement contract will be issued upon approval to award contract.

2. POs and payments for products and/or services will be issued only in the name of Contractor.

3. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

**S. INVOICING**

1. Contractor shall invoice each delivery location separately, unless otherwise advised, upon satisfactory receipt of fuel and performance of services.

2. Invoiced prices shall be weekly 5-Day Average gasoline and diesel prices published in the OPIS Newsletter Report for the San Francisco area plus or minus Contractor’s quoted adjustment. The weekly OPIS Newsletter Report is available every Thursday and will be used to determine pricing for the day of delivery.

3. Invoices shall be submitted in triplicate to the following locations:
   a. County of Alameda County
      GSA – Motor Vehicle Division
      165 – 13th Street
      Oakland, CA 94612
   b. Zone 7 Water Agency
      Accounts Payable
      100 North Canyons Parkway
      Livermore, CA 94551
   c. Alameda County Fire Department
      835 East 14th Street, Suite 200
      San Leandro, CA 94577
d. Public Works Agency  
   Fiscal Department  
   399 Elmhurst Street  
   Hayward, CA 94544

4. Invoice information shall include the following:  
   a) Delivery location  
   b) Amount of fuel dispensed  
   c) Price, including freight, as set forth in paragraph B, above  
   d) Applicable sales taxes and surcharges  
   e) Copies of signed receipts  
   f) Purchase Order number  
   g) Remit to address

5. Payment shall be made within thirty (30) days following receipt of invoice and upon satisfactory receipt of product and performance of services.

7. County shall notify Contractor of any adjustments required to invoice.

8. Contractor shall utilize standardized invoice upon request.

9. Invoices shall only be issued by the Contractor who is awarded a contract.

10. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

T. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFQ.

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFQ is defined by the United States Small Business Administration as
having no more than Five Hundred (500) employees. An emerging business, as defined by the County, is one having less than one-half (1/2) of the above number of employees over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services. As a result of the County’s commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFQ:

a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.

b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must partner, joint venture or subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder’s total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.
The County reserves the right to waive these small/emerging local business participation requirements in this RFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less. If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, via E-mail at linda.moore@acgov.org.

3. **First Source Program**: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County’s relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services in excess of One Hundred Thousand Dollars ($100,000) as a result of this RFQ are required to provide Alameda County with ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor’s specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFQ. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.
If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, via E-mail at linda.moore@acgov.org.

U. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFQ and any contract which may arise pursuant to this RFQ.

2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and standards and work with the GSA Motor Vehicle Division and Public Works Flood Control to ensure that established standards are adhered to.

V. GENERAL REQUIREMENTS

1. Bidder shall be regularly and continuously engaged in the business of providing Reformulated Gasoline, Diesel Fuel, Fluids and Lubricants for at least five (5) years.

2. Contractor shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

3. Proper conduct is expected of Contractor’s personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

4. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

5. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).
6. Contractor shall be responsible for any and all damage to County facilities or equipment as a result of an act or omission arising out of Contractor’s performance under any contract awarded to him/her/it pursuant to this RFQ.

7. All work shall be performed in a professional manner according to generally accepted industry standards and manufacturers instructions.

8. Contractor shall not assign or transfer, any interest or claim arising from any contract that Contractor may enter into arising from this RFQ, without the prior written approval of the County.
COUNTY OF ALAMEDA EXHIBIT A – BID ACKNOWLEDGEMENT

RFQ No. 10153/EP/04

for

REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL FLUIDS & LUBRICANTS

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFQ number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFQ. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.

2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.

3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFQ, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

4. Award: (a) Unless otherwise specified by the bidder or the RFQ gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFQ. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

5. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

6. Samples: Samples of items, when required, cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFQ, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.

9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

10. No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFQ and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFQ and Bid Acknowledgement.

Firm: ________________________________
Address: ________________________________
State/Zip: ________________________________

What advertising source(s) made you aware of this RFQ?

Printed Name Signed Above: ________________________________

By: ________________________________ Date: ________________ Phone: ________________________________

Title: ________________________________

12/17/04
EXHIBIT B  
COUNTY OF ALAMEDA  
RFQ NO. 10153/EP/04  
for  
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL  
FLUIDS & LUBRICANTS 

BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include shipping and all other charges except tax and is the cost the County will pay, not to exceed the total annual fuel cost for the three (3) year term of any contract that is a result of this bid.

<table>
<thead>
<tr>
<th>Delivery Locations</th>
<th>Storage Capacity (Gal.)</th>
<th>Type of Fuel</th>
<th>Estimated Annual Usage (Gal.)</th>
<th>PAD Price Per Gallon¹</th>
<th>Minimum Order in Gallons</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
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<td>ALCO Park, 165 – 13th Street, Oakland</td>
<td>20,000</td>
<td>87 Octane</td>
<td>140,000</td>
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<td>Hayward Yard, 951 Turner Court, Hayward, CA</td>
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<tr>
<td>224 West Winton, Hayward, CA</td>
<td>10,000</td>
<td>Bio-Diesel</td>
<td>50,000</td>
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<tr>
<td>Office of Emergency Services 4985 Broder Boulevard Dublin, CA</td>
<td>10,000</td>
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Total Annual Cost

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

FIRM: ____________________________ SIGNATURE: _______________ DATE: ______

PRINTED NAME: ___________________ TITLE: ___________________
EXHIBIT B
COUNTY OF ALAMEDA
RFQ NO. 10153/EP/04
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL FLUIDS & LUBRICANTS
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<th>Extended Price</th>
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<th>Extended Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>ALAMEDA COUNTY FIRE DEPARTMENT – FUEL REQUIREMENTS</td>
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<tr>
<td>Station #2, 109 Grove Way, Hayward</td>
<td><strong>10</strong></td>
<td>Diesel #2</td>
<td>30</td>
<td>Note 1</td>
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<tr>
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<td>Diesel #2</td>
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<td>Station #6, 19780 Cull Canyon Rd., Castro Valley</td>
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</table>

Total Annual Cost

Note 1: All on-site storage tanks must be maintained at 75% of storage capacity. Vendor shall monitor levels and top off. Total Cost All Fuels Page 2

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

FIRM: ____________________________ SIGNATURE: __________________ DATE: _______

PRINTED NAME: __________________ TITLE: __________________

Page 2 of 10
12/17/04
EXHIBIT B
COUNTY OF ALAMEDA
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<th>Unit Price Per Gallon</th>
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<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Total Annual Cost</th>
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<tbody>
<tr>
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<td>**500</td>
<td>91 Octane</td>
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</table>

**Note 1** All on-site storage tanks must be maintained at 75% of storage capacity. Vendor shall monitor levels and top off.

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Total Cost All Fuels Page 3
EXHIBIT B
COUNTY OF ALAMEDA
RFQ NO. 10153/EP/04
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL FLUIDS & LUBRICANTS
BID FORM

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<table>
<thead>
<tr>
<th>Delivery Locations</th>
<th>Storage Capacity (Gal.)</th>
<th>Type of Fuel</th>
<th>Estimated Annual Usage (Gal.)</th>
<th>PAD Price Per Gallon¹</th>
<th>Minimum Order in Gallons</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALAMEDA COUNTY FIRE DEPARTMENT – FUEL REQUIREMENTS</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Station #12 1065 143rd Ave., San Leandro</td>
<td>**1,500</td>
<td>Diesel #2</td>
<td>7,600</td>
<td>Note 1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Station #13 637 Fargo Ave., San Leandro</td>
<td>**500</td>
<td>91 Octane</td>
<td>1,371</td>
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<tr>
<td>Station #16 7494 Donohue Dr., Dublin</td>
<td>**500</td>
<td>Diesel #2</td>
<td>50</td>
<td>Note 1</td>
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<tr>
<td>Station #17 6200 Madigan Ave., Dublin</td>
<td>**500</td>
<td>Diesel #2</td>
<td>900</td>
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<td><strong>Total Annual Cost</strong></td>
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</tr>
</tbody>
</table>

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<tr>
<th>Delivery Locations</th>
<th>Storage Capacity (Gal.)</th>
<th>Type of Fuel</th>
<th>Estimated Annual Usage (Gal.)</th>
<th>PAD Price Per Gallon¹</th>
<th>Minimum Order in Gallons</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALAMEDA COUNTY FIRE DEPARTMENT – FUEL REQUIREMENTS</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Station #18 4800 Fallon Rd., Dublin</td>
<td>**500</td>
<td>Diesel #2</td>
<td>1,400</td>
<td>Note 1</td>
<td></td>
<td></td>
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<tr>
<td>ZONE 7 WATER AGENCY FUEL REQUIREMENTS</td>
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</tr>
<tr>
<td>Del Valle Water Treatment Plant 601 E. Vallecitos Road Livermore, CA</td>
<td>**2000</td>
<td>Diesel #2 Red</td>
<td>400</td>
<td>500</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Patterson Pass WTP 8750 Patterson Pass Road Livermore, CA</td>
<td>**200</td>
<td>Diesel #2 Red</td>
<td>100</td>
<td>50</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Mocho 1 Well 2722 Santa Rita Road Pleasanton, CA</td>
<td>**200</td>
<td>Diesel #2 Red</td>
<td>100</td>
<td>50</td>
<td></td>
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</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Delivery Locations</th>
<th>Storage Capacity (Gal.)</th>
<th>Type of Fuel</th>
<th>Est. Annual Usage (Gal.)</th>
<th>PAD Price Per Gallon¹</th>
<th>Minimum Order in Gallons</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alvarado Pump Station, Hayward</td>
<td>*2,500</td>
<td>Diesel #2 Red</td>
<td>4,500</td>
<td>400</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Ameron Pump Station, Hayward</td>
<td>*500</td>
<td>Diesel #2 Red</td>
<td>200</td>
<td>200</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Besco Pump Station, Hayward</td>
<td>**1,000</td>
<td>Diesel #2 Red</td>
<td>300</td>
<td>300</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Industrial Pump Station, Hayward</td>
<td>*6,000</td>
<td>Diesel #2 Red</td>
<td>7,700</td>
<td>1,000</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Belvedere Pump Station, Hayward</td>
<td>*500</td>
<td>Diesel #2 Red</td>
<td>200</td>
<td>200</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Eden Shores Pump Station, Hayward</td>
<td>**1,000</td>
<td>Diesel #2 Red</td>
<td>200</td>
<td>200</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>D-1 Pump Station, San Leandro</td>
<td>*500</td>
<td>Diesel #2 Red</td>
<td>200</td>
<td>200</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>F - Pump Station, San Leandro</td>
<td>*500</td>
<td>Diesel #2 Red</td>
<td>400</td>
<td>400</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>H – Pump Station, San Leandro</td>
<td>*500</td>
<td>89 Octane</td>
<td>300</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total Annual Cost

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Total Cost All Fuels Page 6
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<tr>
<th>Delivery Locations</th>
<th>Storage Capacity (Gal.)</th>
<th>Type of Fuel</th>
<th>Est. Annual Usage (Gal.)</th>
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<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC WORKS PUMP STATIONS FUEL REQUIREMENTS</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J-2 Pump Station, Union City</td>
<td>2,500</td>
<td>Diesel #2 Red</td>
<td>1,000</td>
<td>1,000</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J-3 Pump Station, Union City</td>
<td>600</td>
<td>Diesel #2 Red</td>
<td>400</td>
<td>400</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Merritt Pump Station, Oakland</td>
<td>4,000</td>
<td>Diesel #2 Red</td>
<td>2,500</td>
<td>2,500</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ettie Pump Station, Oakland</td>
<td>2,500</td>
<td>Diesel #2 Red</td>
<td>3,500</td>
<td>3,500</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ruus Road Pump Station, Hayward</td>
<td>500</td>
<td>Diesel #2 Red</td>
<td>400</td>
<td>400</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sulphur Creek Pump Station, Hayward</td>
<td>1,000</td>
<td>Diesel #2 Red</td>
<td>400</td>
<td>400</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Annual Cost

Total Cost All Fuels Page 7

Notes: ¹PAD Price based on OPIS PAD 5-day average report for the San Francisco area dated
** Above ground tanks requiring pumping apparatus. * Underground tanks.

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<table>
<thead>
<tr>
<th>Other Gas Product Requirements</th>
<th>Storage Capacity (Gal.)</th>
<th>Type of Fuel</th>
<th>Estimated Annual Usage (Gal.)</th>
<th>PAD Price Per Gallon¹</th>
<th>Minimum Order in Gallons</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 7 Water Agency</td>
<td>(2) 1,000 gal. tanks</td>
<td>Liquid Propane Gas</td>
<td>12,635</td>
<td>236</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>601 Vallecitos Road, Livermore</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Agency</td>
<td>300 gal. tank</td>
<td>Liquid Propane Gas</td>
<td>200</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westview, Union City</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Agency</td>
<td>1000 gal. tank</td>
<td>Liquid Propane Gas</td>
<td>600</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Eden Landing, Hayward</td>
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<td>Total Annual Cost</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Product</th>
<th>Manufacturer</th>
<th>Estimated Annual Usage</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oil, 15W-40</td>
<td></td>
<td>228 gal.</td>
<td></td>
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</tr>
<tr>
<td>Oil, 30WND</td>
<td></td>
<td>8 gal.</td>
<td></td>
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</tr>
<tr>
<td>Oil, 40W</td>
<td></td>
<td>553 gal.</td>
<td></td>
<td></td>
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<tr>
<td>Oil, Recycled 10W-30</td>
<td></td>
<td>2140 gal</td>
<td></td>
<td></td>
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<tr>
<td>Oil, AW32</td>
<td></td>
<td>80 gal.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil, AW32 (ULTRA)</td>
<td></td>
<td>10 gal.</td>
<td></td>
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<tr>
<td>Oil, HD50</td>
<td></td>
<td>2 gal.</td>
<td></td>
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<tr>
<td>Oil 85W – 140</td>
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<td>15 gal.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic AW 68 ISO</td>
<td></td>
<td>20 gal.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Oil Molina 220</td>
<td></td>
<td>300 gal.</td>
<td></td>
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</tr>
<tr>
<td>Oil Tellus 32</td>
<td></td>
<td>100 gal.</td>
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</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Other Petroleum &amp; Fluid Requirements</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit Price Per Gallon</td>
<td>Extended Price</td>
<td>Unit Price Per Gallon</td>
</tr>
<tr>
<td>Oil Rotella T 30W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Rarus 427</td>
<td></td>
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<tr>
<td>Transmission (ATF)</td>
<td></td>
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</tr>
<tr>
<td>Antifreeze/Coolant, Recycled</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Antifreeze/Coolant</td>
<td></td>
<td></td>
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<tr>
<td>Grease, Chassis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fisk, Lubriplate</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Annual Cost

Note: Oils, Fuels, and Lubricants shall be capable of being purchased in bulk (35 Gal. and 55 Gal Drums).
Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

FIRM: ____________________________ SIGNATURE: __________________ DATE: ________
PRINTED NAME: ____________________ TITLE: ____________________________
EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE(S)</th>
<th>MINIMUM LIMITS</th>
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<tbody>
<tr>
<td>A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td>$1,000,000 per occurrence (CSL) $5,000,000 aggregate Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</td>
<td>$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>C Workers’ Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</td>
<td>WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease</td>
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</table>

D Endorsements and Conditions:

1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers’ Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.

2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.

4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   – Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party),” or at minimum named as an “Additional Insured” on the other’s policies.
   – Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.

7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.

8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   - Department/Agency issuing the contract
   - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)
EXHIBIT D-1
COUNTY OF ALAMEDA
RFQ NO. 10153/EP/04
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL FLUIDS & LUBRICANTS

CURRENT REFERENCES

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1. Complete the application.

Small Business:  *Federal Small Business Administration (SBA) gross receipts limit by North American Industry Classification System (NAICS) or Standard Industry Classification (SIC) Codes.*

Emerging Business:  *One half of the SBA gross receipt limit by NAICS OR SIC codes and in business less than 5 years.*

The following items must be attached to your Application:
- Copies of Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- Copies of Business Licenses
- Copy of Current Identification (i.e. Driver’s License, Identification Card)
- Copy of Deed, Rental or Lease Agreement showing Business Address
- Copies of Last 3 completed Contracts and Proposals including name of Contact Person
- Personal Net Worth Statement (if the business has never filed taxes)
- Notarized Affidavit

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date.

The Affidavit must be complete, notarized and attached to the Application. If any item is not applicable, please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please mail Application and Supporting Documents to:
   Alameda County General Services Agency
   Business Outreach Compliance Office/SLEB
   1401 Lakeside Drive, 10th Floor
   Oakland, CA 94612
   Attention: Linda Moore, Business Outreach Officer

If you have questions regarding your certification, please contact:
Linda Moore
(510) 208-9717 or Linda.moore@acgov.org

Thank you for your interest in doing business with Alameda County.
EXHIBIT E (Page 2 of 4)
COUNTY OF ALAMEDA
General Services Agency
RFQ NO. 10153/EP/04
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL
FLUIDS & LUBRICANTS
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
CERTIFICATION APPLICATION

Section A: Business Information

* Asterisk (*) indicates Required Information.

*Business Type: □ Sole Proprietorship □ Partnership □ Corporation

*Business Name: ________________________________

SLEB Vendor ID Number: ________________________________

DBA (Circle One): Yes or No

*Federal Tax Identification Number: ________________________________

*How long at this address: ________________________________

*Business Address: ________________________________

Business Fax Number: ________________________________

*Business Telephone Number: ________________________________

*# of Employees: ________________________________

Business Description: ________________________________

Gross Business Receipts for Last Three Years *(If first year in business, please list gross receipts received to date):

$ ___________________ 20____

$ ___________________ 20____

$ ___________________ 19____

Section B: Contact Information

*Name: ________________________________

*Title: ________________________________

Address: ________________________________

*Email Address: ________________________________

Phone: ________________________________

Fax number: ________________________________

*Composition of Ownership – This is a Required Section

Public Entity (government, church, school, non-profit, publicly traded) □ Yes □ No

If “Yes,” skip Gender and Ethnicity below.

The collection of ethnicity and gender data is for statistical and demographic purposes only.

Please check the one most applicable category in each column:

Ethnicity

□ African American or Black (greater than 50%)

□ American Indian or Alaskan Native (greater than 50%)

□ Asian (greater than 50%)

□ Caucasian or White (greater than 50%)

□ Filipino (greater than 50%)

□ Hispanic or Latino (greater than 50%)

□ Native Hawaiian or other Pacific Islander (greater than 50%)

□ Multi-ethnic minority ownership (greater than 50%)

□ Multi-ethnic ownership (50% Minority-50% Non-Minority)

Gender

□ Female (greater than 50%)

□ Male (greater than 50%)

Section C: SIC and NAICS Codes Information

SIC Code(s): ________________________________

NAICS Code(s): ________________________________

NAICS Code(s): ________________________________

NAICS Code(s): ________________________________

Section D: Business and License Information

Please List All Current Business and Professional Licenses:

License Type: ________________________________

Date Issued/Expires: ________________________________

Jurisdiction/Issuing Authority: ________________________________

______________________________

______________________________

______________________________
SLEB Vendor ID Number: _______________ Date of Initial Certification: ____________

*Business Name:  
*Federal Tax Identification Number: ____- ______________

*Business Address:  *How long at this address: ____________

*Business Telephone Number:  Business Fax Number:  

*Main Contact Name:  *Email Address:  

Phone:  

*Gross Business Receipts for Last Three Years:

$____________________ 20___ $____________________ 20___ $____________________ 19___ 

Please Attach Verification of Business Income (*Copies of signed Federal Tax Return*)

Section C: SIC and NAICS Codes Information

<table>
<thead>
<tr>
<th>SIC Code(s)</th>
<th>NAICS Code(s)</th>
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RENEWAL AFFIDAVIT

I declare, under penalty or perjury all of the foregoing statements are true and correct.

(Signature)  (Title)

Please mail Application and Supporting Documents to:

GSA Purchasing  
Attention: Linda Moore

1401 Lakeside Drive, 10th Floor  
Oakland, CA  94612

First Renewal Granted: ____________ Expiration ____________
Second Renewal Granted: ____________ Expiration ____________
AFFIDAVIT

The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

___________________________________________________________
(Name of Firm)

as well as the ownership thereof.
The undersigned also states that he/she is properly authorized by

___________________________________________________________
(Name of Firm)

to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm’s eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

Printed Name

Signature

Title

Date

The foregoing affidavit was subscribed and sworn to before me on this ______ day of ________________________, 20______ by

__________________________________________________________

SEAL

Notary Public

Commission Expires

Mail completed Application and Affidavit to:
County of Alameda
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Linda Moore
EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

COUNTY OF ALAMEDA
RFQ NO. 10153/EP/04
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & FLUIDS & LUBRICANTS

In order to meet the small local emerging business (SLEB) requirements of this RFQ, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (per this RFQ County Provisions) are required to either partner, joint venture or subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute the partner without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

BIDDER:___________________________________________________________________________________

☐ is a SLEB.

☐ is not a SLEB and will partner, joint venture or subcontract ________% with the SLEB named below for the following service(s):

SLEB
Business Name: _____________________________________________________________________________
Street Address: _____________________________________________________________________________
City, State, Zip: _____________________________________________________________________________
Phone: ___________________________ Fax: ___________________________ E-mail: ______________
Tax ID Number: ___________________________
Principal Name: ___________________________
SLEB Principal Signature: ______________________________________________________ (Date)

Bidder Signature: ______________________________________________________ (Date)
EXHIBIT G

ALAMEDA COUNTY
RFQ NO. 10153/EP/04
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL FLUIDS & LUBRICANTS
REQUEST FOR PREFERENCE
for
LOCAL BUSINESS
and
SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS PREFERENCE
COMPLETE THIS FORM AND RETURN IT WITH YOUR BID

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

☐ Request for 5% local preference
☐ Request for 5% small and local preference  OR  ☐ Request for 5% emerging and local preference

Company Name: ____________________________________________

Street Address: ____________________________________________

Telephone Number: _________________________________________

Business License Number: __________________________________

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: ___________________________________________

Title: ________________________________________________

Signature: ______________________________________________

Date: ____________________________________________________
ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT

VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000
SLEB Vendor Number: 

Full Legal Name: 

DBA

Type of Entity:  
- [ ] Individual  
- [ ] Sole Proprietor  
- [ ] Partnership  
- [ ] Corporation  
- [ ] Tax-Exempted  
- [ ] Government or Trust

Check the boxes that apply:
- [ ] Goods Only
- [ ] Goods & Services
- [ ] Rents/Leases
- [ ] Legal Services
- [ ] Rents/Leases paid to you as the agent
- [ ] Medical Services
- [ ] Non-Medical Services – Other

Describe

Federal Tax ID Number (required): 

P.O. Box/Street Address: 

Vendor Contact’s Name: 

Vendor Contact’s Telephone:  
Fax: 

Vendor Contact’s E-mail address: 

Please check all that apply:
- [ ] LOC Local Vendor (Holds business license within Alameda County)
- [ ] SML Small Business (as defined by Small Business Administration)
- [ ] I American Indian or Alaskan Native (>50%)
- [ ] A Asian (>50%)
- [ ] B Black or African American (>50%)
- [ ] F Filipino (>50%)
- [ ] H Hispanic or Latino (>50%)
- [ ] N Native Hawaiian or other Pacific Islander (>50%)
- [ ] W White (>50%)

Number of Entry Level Positions available through the life of the contract: __________

Number of other positions available through the life of the contract: __________

This information to be completed by County:
Contract #: 
Contract Amount: 
Contract Term: 

Page 1 of 2
12/17/04
Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml

______________________________________ ____________________  
(Vendor Signature) (Date)

__________________________________________
(Company Name)

__________________________________________  
(Alameda County Representatives Signature) (Date)
EXHIBIT I

COUNTY OF ALAMEDA
RFQ No. 10153/EP/04
for
REFORMULATED GASOLINE, DIESEL & BIO-DIESEL FUELS, AUTOMOTIVE & INDUSTRIAL FLUIDS & LUBRICANTS

Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, including Exhibit J, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

<table>
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<th>Item No.</th>
<th>Reference To:</th>
<th>Description</th>
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Contractor:
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of _________________, 2005, is by and between the County of Alameda, hereinafter referred to as the “County”, and __________________, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain ______________________________ services which are more fully described in Exhibit A hereto (“__________Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide __________Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements

The term of this Agreement shall be from _________________ through ___________

The compensation payable to Contractor hereunder shall not exceed (dollar amount written out) ($___________) for the term of this Agreement
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ________________________
   Signature

Name: ________________________
   (Printed)

Title: __Purchasing Agent________

Date: ________________________

CONTRACTOR/COMPANY NAME

By: ________________________
   Signature

Name: ________________________
   (Printed)

Title: ________________________

Date: ________________________

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
EXHIBIT J

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers’ Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor’s failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers’ compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week’s notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.
2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS’ COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

5. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of
services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor’s performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

6 PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

7. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

9. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor’s sub-Contractors or third parties at the request of the Contractor (collectively, “Documents and Materials”). This explicitly includes the electronic copies of all above stated documentation.
Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor’s Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for. In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection.

The County’s rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

10. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this
EXHIBIT J

Agreement for the County, will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder

11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

____________________________

Attn.: ______________________

To Contractor: ____________________________

____________________________
EXHIBIT J

Attn: ________________________

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

14 DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

15. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor’s books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any
pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

16. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County’s last payment to Contractor under this Agreement.

17. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

18. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Reformulated Gasoline, Diesel No. 2, Bio-Diesel Fuels, Fluids and Lubricants. Services shall not exceed $_______________payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

19. SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor shall subcontract with company name (street address, city, state; Principal, name), for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County’s Small and Emerging Locally owned Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall provide participation reports quarterly, immediately upon request at any time during the term of said contract, and a final account statement at the end of the contract. Reports shall include total payments received by Contractor from the County and any payments made by Contractor to the certified small and/or emerging local business. Said report(s) shall be
submitted to the County Business Outreach and Compliance Office, 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612.

20. FIRST SOURCE PROGRAM: Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction’s laws.

22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

24. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

25. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor’s performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

28. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

   a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

   b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.

   c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.

30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor
shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

a. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

b. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.

c. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

d. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]
Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 10153/EP/04 and/or been issued a copy of this RFQ. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business partnering relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFQ). For additional information regarding the SLEB Program, please visit our website at [http://www.acgov.org/gsa/sleb/](http://www.acgov.org/gsa/sleb/) and/or contact Linda Moore, Business Outreach Officer, at Linda.Moore@acgov.org

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences in order to further facilitate partnering relationships. Vendors who attend the Networking/Bidders Conferences will be added to the Vendor Bid List. Please see the RFQ sections entitled ‘Calendar of Events’ and ‘Networking/Bidders Conferences’ for additional information. The Networking/Bidders Conferences scheduled for all current projects are posted on the GSA Calendar of Events website at [http://www.acgov.org/gsa/Calendar.jsp](http://www.acgov.org/gsa/Calendar.jsp). An RFQ Addendum will be issued to all vendors on the Vendor Bid List following the Networking/Bidders Conferences and will include contact information for each vendor attendee.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Street Address</th>
<th>City</th>
<th>ST</th>
<th>Zip</th>
<th>Area Code</th>
<th>Phone Num</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinnacle CNG Company</td>
<td>300 N Marienfeld</td>
<td>Midland</td>
<td>TX</td>
<td>79701</td>
<td></td>
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<tr>
<td>World Energy Alternatives, LLC</td>
<td>90 Everett Avenue</td>
<td>Chelsea</td>
<td>MA</td>
<td>02150</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Diablo Petroleum Co/dba</td>
<td>501 Shell Avenue</td>
<td>Martinez</td>
<td>CA</td>
<td>94553</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Golden Gate Petroleum</td>
<td>10620 Bigge Street</td>
<td>San Leandro</td>
<td>CA</td>
<td>94577</td>
<td></td>
<td></td>
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<tr>
<td>Suburban Propane</td>
<td>P.O. Box 23684</td>
<td>Pleasant Hill</td>
<td>CA</td>
<td>94523</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pitcock Petroleum, Inc.</td>
<td>3500 Robertson Park Rd.</td>
<td>Livermore</td>
<td>CA</td>
<td>94550</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>City of Livermore</td>
<td>P.O. Box 7668</td>
<td>Tifton</td>
<td>GA</td>
<td>31794</td>
<td>229</td>
<td>382-7478</td>
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<tr>
<td>Western States Oil Co.</td>
<td>1790 S 10th Street</td>
<td>San Jose</td>
<td>CA</td>
<td>95112</td>
<td>408</td>
<td>351-2322</td>
<td></td>
</tr>
<tr>
<td>World Energy</td>
<td>300 Main Street Ste. 26</td>
<td>Half Moon Bay</td>
<td>CA</td>
<td>94019</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Filter Service Co.</td>
<td>P.O. Box 661</td>
<td>Hayward</td>
<td>CA</td>
<td>94543</td>
<td>510</td>
<td>581-9673</td>
<td></td>
</tr>
<tr>
<td>Coast Oil Company</td>
<td>4250 Williams Road</td>
<td>San Jose</td>
<td>CA</td>
<td>95129</td>
<td>408</td>
<td>252-7720</td>
<td></td>
</tr>
<tr>
<td>Southern Counties Fuels</td>
<td>P.O. Box 4159</td>
<td>Orange</td>
<td>CA</td>
<td>92863</td>
<td>805</td>
<td>389-3550</td>
<td></td>
</tr>
<tr>
<td>Cascade Distributing, Inc.</td>
<td>10380 State Route 43</td>
<td>Streetsboro</td>
<td>OH</td>
<td>44241</td>
<td>330</td>
<td>995-1070</td>
<td></td>
</tr>
<tr>
<td>Golden Gate Petroleum</td>
<td>501 Shell Avenue</td>
<td>Martinez</td>
<td>CA</td>
<td>94553</td>
<td>925</td>
<td>957-9587</td>
<td></td>
</tr>
</tbody>
</table>
1. Bid responses must be signed in ink and include evidence that the person or persons signing the quotation is/are authorized to execute the quotation on behalf of the bidder.

2. Bidders shall provide all of the below noted Bid documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the quotation, as determined in the County’s sole discretion. The content and sequence for each required Bid document/exhibit shall be as follows:

CHECK LIST

☐ A. Title Page: Show RFQ number and title, your company name and address, name of the contact person (for all matters regarding the RFQ response), telephone number and quotation date.

☐ B. Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation and their corresponding page numbers. Tabs should separate each of the individual sections.

☐ C. Cover Letter: Bid responses shall include a cover letter describing Bidder and include all of the following:

1) The official name of Bidder;

2) Bidder’s organizational structure (e.g. corporation, partnership, limited liability company, etc.);

3) The jurisdiction in which Bidder is organized and the date of such organization;

4) The address of Bidder’s headquarters, any local office involved in the Bid Quotation; and the address/location where the actual production of goods and/or services will be performed;

5) Bidder’s Federal Tax Identification Number;

6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the
RFQ response, with authorization to make representations on behalf of and to bind Bidder;

7) A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQ; and

8) An acceptance of all conditions and requirements contained in this RFQ.

☐ D. Letter of Transmittal: Bid responses shall include a description of Bidder’s approach in providing its goods and/or services to the County in one or two pages stating its understanding of the work to be done and a positive commitment to perform the work as specified.

☐ E. Executive Summary: A brief synopsis of the highlights of the Quotation and overall benefits of the Quotation to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.

☐ F. Bidder’s Qualifications and Experience:

Provide a description of Bidder’s capabilities pertaining to this RFQ. This description should not exceed five (5) pages and should include a detailed summary of Bidder’s experience relative to RFQ requirements described herein, including references.

☐ G. Financial Statements: Responses are to include:

- Bidder’s most recent Dun & Bradstreet Supplier Evaluation Report. Dun & Bradstreet Supplier Qualifier Report (formerly Supplier Evaluation Report) must be ranked a six (6) or lower for bidder to be considered for contract award. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1-866-719-7158 or www.dnb.com.

☐ H. Bid Form, Exhibit B:

Bidders are to quote adjustments to the benchmarked weekly average gasoline, diesel #2 and bio-diesel prices and quote the same on Exhibit B, Bid Form.

Pricing for the procurement of these goods by the County shall include freight, handling and all other Contractor related costs, or credits, associated with the procurement and delivery to the County of Contractor’s goods. Refer to “PRICING” under Section IV designated “TERMS AND CONDITIONS”.
I. Evidence of Insurance:

Certificates of insurance are required per the attached Exhibit C from a reputable insurer evidencing all coverage required for the term of any contract that may be awarded pursuant to this RFQ. Contractor(s) awarded contracts under this bid must name County as additional insured on the certificate of insurance as specified in Exhibit C.

J. References, Exhibit D1 and D2:

1) Bidders are to provide a list of five (5) current and five (5) former clients on Exhibit D1 and D2, attached hereto. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

2) Reference information is to include:

   - Company/Agency name
   - Contact person (name and title), contact person is to be someone directly involved with the services
   - Complete street address
   - Telephone number
   - Type of business
   - Dates of service

3) The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

4) Bidder shall provide a complete client list with current contact names and phone numbers on a separate sheet(s).

K. Other required Submittals/Exhibits not included above that are required in the bid response:

   - Exhibit A, Acknowledgement, must be signed and returned.
   - Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
   - Exhibit F, Small Local Emerging Business (SLEB) Partnering Information Sheet, must be completed and signed.
   - Exhibit G, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed (read Exhibit G for applicability). If applying for local preference, submit the following:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.

- Exhibit H, First Source Agreement, must be completed and signed (applicable to contracts over $100,000).
- Exhibit I, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).