



# CITY OF MERCED

## REQUEST FOR PROPOSALS (RFP)

### FUEL DELIVERY AND CARD-LOCK FUELING STATION SERVICES

The City of Merced Public Works Department invites your proposal to provide fuel deliveries to above ground fuel tanks at various locations and card-lock fueling station services. Vendors are invited to propose on one or both of these services.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

The contract agreement will be for a period of twenty-four (24) months, commencing on July 1, 2025 and ending on June 30, 2027. The City has the option to extend the terms of the agreement for one-to-three additional periods of one-year, ending on June 30, 2030.

#### **Proposal Submission:**

Three (3) copies of the completed proposal must be submitted no later than 4:30 p.m. on Monday, December 16, 2024.

#### **Fee Proposal:**

One (1) copy of a separate fee proposal must be submitted in a separate, sealed envelope marked "RFP for Fuel Services Proposal." All fee proposals must be submitted on bid sheets included herein.

#### **Mailing Instructions:**

Cosmo Ordunez  
Public Works Manager – Internal Services  
City of Merced Public Works  
1776 Grogan Avenue  
Merced, CA 95341

#### **Inquiries:**

Questions pertaining to this RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Cosmo Ordunez, PW Manager – Internal Services, phone number (209) 385-6944,  
[ordunezc@cityofmerced.org](mailto:ordunezc@cityofmerced.org).

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### Attachments:

- A. Fuel Proposal Compliance
- B. Fuel File Format
- C. Fuel Delivery Pricing Bid Sheet
- D. Card-Lock Fuel Pricing Bid Sheet
- E. Form of Agreement – Fuel Delivery
- F. Form of Agreement – Card-Lock

## **OBJECTIVE**

The City of Merced Public Works Department (“City”) is seeking a qualified vendor(s) to provide fuel deliveries to above ground fuel tanks at various locations and card-lock fueling station services. Vendors can submit for one or both of these services.

As a governmental entity, the City of Merced provides emergency services and public utilities to all residents and businesses within city limits. To that end, card-lock facility requirements must be met in order to provide fuel for approximately 546 vehicles or equipment (320 are unleaded, 226 are diesel). See attachment A for facility requirements.

Any quantity listed within this RFP or attachments is an estimate of anticipated needs and is given *for informational purposes only*. The estimated quantity should not be construed as an obligation; the actual quantities may vary depending on available funding. No unit price adjustments will be allowed as a result of an increase or a decrease in the quantities listed.

The contract agreement will be for a period of twenty-four (24) months, commencing on July 1, 2025 and ending on June 30, 2027, with the option to renew for three (3) additional one (1) year periods.

Vendors are required to complete the Fuel Proposal Compliance and applicable Pricing Bid Sheets as part of their proposal.

## **FIRM DIFFERENTIAL PRICING PER GALLON FEES REQUIREMENTS**

For the basis of the award, the pricing shall include all costs required to perform the work, including overhead, profits, services, insurance, CAP & Trade and LCFS fees or any other fees your company would add to the price per gallon or that would be passed onto the City of Merced. Taxes and fees are intentionally excluded for the purpose of price comparison only, but will be applied as required at invoicing.

Bidders shall submit a single firm differential price above or below the rack average Stockton, CA price for Regular and Premium Unleaded (card-lock only) and Ultra Low Sulfur Diesel fuel as posted in the Oil Price Information Services (OPIS) or OPIS equivalent. Bidders who cannot provide a bid based upon the aforementioned requirements will be considered non-responsive and be rejected.

## **METHOD OF COMPENSATION**

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

Payments, upon invoice, will be made monthly based on actual hours worked or otherwise agreed upon fee structure. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date.

## **SPECIAL ISSUES AND REQUIREMENTS**

Form and Execution of Contract. **Attachment E/F** is the form of the contract the successful proposer will be expected to execute. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

Labor Code. The Consultant shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensation.

Civil Rights Laws. Consultant, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

Insurance. The Consultant shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of \$1,000,000, naming the City as additional insured.

Conflict of Interest. The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

City of Merced Business License. Consultant shall obtain and maintain a City of Merced Business license throughout the contracted period.

## **PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work, and ability to perform to above schedule (through June 30, 2027).
- b. Experience and Services. The RFP shall list and describe previous experience and expertise with providing fueling services to large agencies such as municipalities, hospitals, public safety, etc.
- c. Project Understanding. The RFP shall include a summary of the teams understanding of the services to be provided to the City of Merced as well as any recommendations

regarding additional services.

- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein.
- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team; include telephone number and email address.
- f. Fee Estimates. Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. The fee estimate should clearly list any discounts, rebates, or special pricing that may be available as well as all charges for emergency or special services. **Fee proposals must be submitted on the fuel pricing bid sheets included herein.**

**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

## **PROPOSAL SELECTION**

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award.

The winning proposal will be selected based upon the best fuel price differential per gallon (specific fees must be included on pricing proposal) and for the card-lock facility, best price differential per gallon and facility requirements must be met, no exceptions.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

## **PROTEST PROCESS**

Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

### **PROTEST SUBMISSION**

- (1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Purchasing Supervisor (PS) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).
- (2) The written protest may be delivered in person or via certified mail to the PS at Purchasing Division, 2525 O Street, Merced, CA 95340.
- (3) The protest must be physically received by the PS by 4:00 p.m. PST, by the fifth day during the protest period.
- (4) The protest filed with the PS shall meet the following prerequisites:
  - a. The name, address, and business telephone number of the protestor.
  - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.
  - c. Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
  - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

### **PROTEST REVIEW AND APPEAL**

- (1) Upon receipt of a protest, the PS shall review all the submitted materials and shall create and retain a written record of the review. The PS shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the PS shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency

which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

- (3) The PS' decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PS, not later than ten (10) working days after the date the PS' decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PS. The appealing party may be represented by legal counsel, if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
- (4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PS shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

The City will not request authorization to award the contract until the protest process is completed.

## **PUBLIC RECORD**

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

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**All proposals shall be submitted in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Cosmo Ordunez  
Public Works Manager – Internal Services  
City of Merced  
1776 Grogan Avenue  
Merced, CA 95341  
(209) 385-6944  
ordunezc@cityofmerced.org

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.



## ATTACHMENT A

### **FUEL PROPOSAL COMPLIANCE**

Complete the following sections by entering either "Yes", No" or "Alternate" in the boxes labeled "Comply". Include specific information needed to clearly describe any alternative offered in the box labeled "Alternative"; if additional space is needed, securely attach additional page(s). Additional pages must be labeled "Statement of Exception", numbered clearly and consecutively, include the section number, and signed by a responsible company official.

**VENDOR NAME:** \_\_\_\_\_

#### **A. FUEL TYPE/COMMODITIES**

##### **1. Fuel Type - Deliveries Only**

Vendors should be capable of providing the following fuel commodities for fuel deliveries. If one commodity is unavailable, please list substitutes in the alternative box:

Clear Diesel  
Dyed Diesel (off road use)  
Regular Unleaded (87 octane)

<b><u>Comply</u></b>	<b><u>Alternative</u></b>

##### **2. Fuel Type – Card-lock Only**

Vendors should be capable of providing the following fuel commodities for fuel purchases from a Card-Lock Facility. If one commodity is unavailable, please list substitutes in the alternative box:

Clear Diesel  
Renewable R99 or R100 Diesel  
Regular Unleaded (87 octane)  
Premium Unleaded (90 octane)

<b><u>Comply</u></b>	<b><u>Alternative</u></b>

## ATTACHMENT A

### **B. CARD-LOCK FACILITY REQUIREMENTS (ALL FACILITY REQUIREMENTS MUST BE MET NO EXCEPTIONS)**

1. The following card lock facility requirements shall apply:
  - a) Be located within City limits and as close to the Merced Central Police Station (611 W. 22<sup>nd</sup> Street) as possible;
  - b) Be capable of handling large equipment such as Garbage or Fire Trucks with a gross vehicle weight rating (GVWR) of at least 58,000 lbs and;
  - c) Be capable of accepting vehicles with a maximum height clearance of 13'6" high, and;
  - d) Be capable of accepting Truck/Trailer combination units greater than 40 feet in length with a combined GVWR of 100,000 lbs.
  - e) At least one clear and one dyed diesel dispenser shall have a hose length of at least 20 feet so equipment (i.e. backhoes) will not be required to off load from trailers for fueling.
  - f) The facility must be capable of fueling up to 10 vehicles powered by clear diesel, 6 vehicles powered by unleaded (87 Octane), 2 vehicles powered by unleaded (90 Octane) and 2 vehicles powered by dyed diesel at the same time or at any given time of the day.
2. The facility must be continuously open twenty-four hours per day, seven days per week, and three hundred sixty five days per year. If the fueling facility is offline at **any** dispenser(s) for any length of time, the City of Merced must be immediately notified by calling Public Works Administration at 209-385-6800, M~F, 7:30 AM to 4:30 PM or for after normal working hours, weekends or holidays, call Police Dispatch at 209-385-6905.
3. If the fueling facility will be offline and unavailable at **all** dispensers for greater than **24 hours**, the service provider must be capable of vending Diesel and/or Unleaded fuel through a tank truck w/ dispenser meter, or other portable fuel vending equipment capable of metering fuel. Portable fuel vending will be performed at the City of Merced, Corporation Yard located at 1776 Grogan Ave.

<b><u>Comply</u></b>	<b><u>Alternative</u></b>

## ATTACHMENT A

### C. FUEL CARDS/PIN NUMBERS (Card-Lock)

1. The City of Merced shall require the vendor to provide a method to identify both vehicle and driver separately. Vehicles shall be identified by electronic scanning (chip and/or bar code ID) or with individual vehicle fuel cards. Driver's identity may be a 4 to 7 digit PIN number or an individual card per person is acceptable.
2. The City of Merced will agree to pay for all fuel cards initially but require the vendor to make and provide at no charge, any new or replacement cards thereafter.
3. Upon award of an agreement, the City of Merced shall provide the vendor with a list of all Vehicle/Equipment Identification numbers to include a description of the vehicle/equipment type, fuel type, and maximum fuel tank capacity and sorted by operating department. A list of all employee names by department and with the preferred PIN number shall also be provided by the City of Merced. The vendor shall maintain this file here after and provide a new list if cards and/or PIN numbers are changed. The new list shall be provided to the City of Merced Public Works Administration in electronic format in either MS Excel or MS Word format. Electronic information may be sent as an attachment via email or other electronic media, i.e. compact disc, memory stick, etc.

<u>Comply</u>	<u>Alternative</u>

### D. SECURED INFORMATION

All employee, vehicle or fuel transaction information is strictly confidential and shall not be given to or shared with **anyone**, other than vendor employees who have a need to know, without prior written approval from the City of Merced.

<u>Comply</u>	<u>Alternative</u>

### E. ELECTRONIC FUEL TRANSACTION DATA (Card-Lock Transactions)

1. The City of Merced **must** receive fuel transaction data in accordance with City requirements outlined in attachment 1, **City of Merced Fuel File Format** and may be delivered to the City in electronic media via email (preferred) or other electronic form, i.e. compact disc, memory stick, etc.

## ATTACHMENT A

2. The Card Lock facility fuel transactions are to be provided to the City on a monthly basis at a minimum, however weekly is preferred.
3. Fuel Transaction data **must** include the following information in **each** electronic fuel transaction:
  - The Date of Purchase
  - Time of Purchase
  - Fuel Type
  - Fuel Quantity
  - Per Gallon Cost
  - Total Cost
  - Vehicle ID
  - Card number assigned to the vehicle (if card identification is chosen)
  - Driver ID (Can be a \*PIN number [preferably] or card number)
  - Odometer or Hour Reading

<b><u>Comply</u></b>	<b><u>Alternative</u></b>

### F. **BILLING AND PAYMENT SERVICE PERIOD**

1. Vendors may send fuel invoices bi-weekly (ten working days), bi-monthly or monthly. Payment shall be made to the vendor on a monthly basis, other options will be considered.
2. The service agreement period shall commence on July 1, 2025 and the service period shall be ending June 30, 2027, which could be extended by mutual written agreement between the City of Merced and the winning bidder through June 30, 2030. All invoice hard copies shall be sent to the City of Merced, Public Works Corporation Yard, 1776 Grogan Ave. Merced, CA 95341.
3. Please indicate your invoicing interval preference on the line provided:

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## ATTACHMENT B

## **FUEL FILE FORMAT: EXCEL-xlsx**

Date	Equipment #	Quantity	Type	Odometer	Unit Cost	Total Cost	Driver	Location	Time
09192024	E-1023R	21.74	UNLEAD	93086	3.82	82.94	Smith, John	Merced, CA	04:32
xlsx format									
Column 1	Date in Text format mmddyyyy								
Column 2	Vehicle # in Number format/0 decimal places/do not use 1000 separator								
Column 3	Gallons pumped in Number format/2 decimal places/do not use 1000 separator								
Column 4	Fuel type in Text format								
Column 5	Odometer in Number format/2 decimal places/do not use 1000 separator								
Column 6	Per gallon cost in Number format/2 decimal places/ do not use 1000 separator								
Column 7	Total cost in Number format/2 decimal places/do not use 1000 separator								
Column 8	Driver/Card # (City Employee refueling)								
Column 9	Location of Fuel Station								
Column 10	Time of Purchase								

## **FUEL DELIVERY PRICING**

**Name of Company submitting quote for service:**      **Address:**

**Authorized representative:**

**Title or Position:**

**Contact phone number:**

**E-mail Address:**

**Signature of authorized representative:**

**Date:**

**Note:** Based upon the annual fuel consumption average for the various fuel types/locations listed below please state your bid cost per gallon for deliveries made for each fuel tank listed in the column labeled  
**FIRM DIFFERENTIAL PRICING PER GALLON STOCKTON MUST BE OPIS RACK AVG INCLUDING CAP-AT-THE-RACK AND LCFS.**

<b>Fuel Tank Locations</b>	<b>Fuel Tank Size</b>	<b>Fuel Type</b>	<b>Approximate Annual Gallons</b>	<b>FIRM DIFFERENTIAL PRICING PER GALLON</b>
Public Works Corp Yard, 1776 Grogan Ave.	3- 12,000 gallon USTs (11630 gal @100% full)	Clear Diesel	230,000	
Fire Station 51, 99 E. 16 <sup>th</sup> Street	1- Split tank Convault (1500 & 500 gal)	Clear Diesel Unleaded (87 Octane)	12,000 5,000	
Fire Station 53, 800 Loughborough Dr	1- 500 gal Convault	Clear Diesel	4,500	
WWTP 10260, Gove Rd.	1-5000 gal Convault	Renewable Diesel Rd99 or Rd100	12,000	
Fire Station 55, 3520 N. Parsons Ave	1- 500 gal Convault	Clear Diesel	3,000	
Fire Station 52, 1400 Falcon Way	1- 500 gal Convault	Clear Diesel	2,500	

**Bidders are to list the per gallon cost for the applicable taxes and fees used at invoicing:**

<b>Diesel Tax or Fee</b>	<b>Cost Per Gallon</b>	<b>Unleaded Tax or Fee</b>	<b>Cost Per Gallon</b>
Federal ULSD L.U.S.T.		Federal Eth Excise	
Federal ULSD Excise		Federal ULSD L.U.S.T.	
Federal ULSD Environmental/Oil Spill Fee		Federal Environmental/Oil Spill Fee	
AB 32 Fee		AB 32 Fee	
CA ULSD Excise		CA Eth Excise	
CA ULSD Oil Spill		CA Eth CLPP Fee	
CA UST Fee		CA UST Fee	
ULSD Total Tax Fees		Gasoline Sales Tax Rate	
Clear Diesel Sales Tax Rate		<b>GAS Total Tax Fees</b>	

## CARD-LOCK FUEL PRICING

Name of Company submitting quote for service:      Address:

Authorized representative:

Title or position:

Contact phone number:

E-mail address:

Signature of authorized representative:

Date:

**Note:** Based upon the annual fuel consumption average for the various fuel types listed below please state your differential price per gallon in the column labeled **“FIRM DIFFERENTIAL PRICING PER GALLON”** highlighted in yellow.

**FIRM DIFFERENTIAL PRICING PER GALLON STOCKTON MUST BE OPIS RACK AVG INCLUDING CAP-AT-THE-RACK AND LCFS**

Card Lock Commodity	Fuel Commodity	Average Annual Gallons	FIRM DIFFERENTIAL PRICING PER GALLON
Card-Lock Unleaded	Unleaded	185,000	
Card-Lock Clear Diesel	Clear Diesel	5,000	
Card-Lock Renewable Diesel	Renewable R99 or R100 Diesel	300	

**Bidders are to list the per gallon cost for the applicable taxes and fees used at invoicing:**

Diesel Tax or Fee	Cost Per Gallon	Unleaded Tax or Fee	Cost Per Gallon
Federal ULSD L.U.S.T.		Federal Eth Excise	
Federal ULSD Excise		Federal ULSD L.U.S.T.	
Federal ULSD Environmental/Oil Spill Fee		Federal Environmental/Oil Spill Fee	
AB 32 Fee		AB 32 Fee	
CA ULSD Excise		CA Eth Excise	
CA ULSD Oil Spill		CA Eth CLPP Fee	
CA UST Fee		CA UST Fee	
ULSD Total Tax Fees		Other applicable State or Federal Tax or Fee	
Clear USDL Sales Tax Rate		Gasoline Sales Tax Rate	
<b>DIESEL Total Tax Fees</b>		<b>GAS Total Tax Fees</b>	

## City of Merced Fuel Delivery Services Agreement

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### **1. Parties and Term**

This Fuel Delivery Services Agreement (“Agreement”) is by and between the City of Merced, a California Charter Law Municipal Corporation, located at 678 West 18<sup>th</sup> Street, Merced, California 95340 (“City”) and \_\_\_\_\_, located at \_\_\_\_\_ (“Vendor”) and is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

This Agreement will commence on July 1, 2025 and end on June 30, 2027 but may be extended upon the mutual, written agreement between both parties for one-to-three additional periods of one-year, ending on June 30, 2030. This Agreement allows for fueling delivery services to be provided to all City fuel dispensing sites for diesel or unleaded fuel from vendor fueling delivery services operations located at \_\_\_\_\_. This will include fueling delivery services for six City of Merced fixed fuel dispensing locations as well as various other generator sites, see Attachment 2 for details.

### **2. Note—This Agreement Applies to Fuel Delivery Services Only**

This Agreement does not alter any current agreements between the parties for fuel card-lock services.

**3. Fuel Type/Locations** - Vendor shall deliver the following fuel commodities for fuel deliveries. See Attachment 2 for Fuel Delivery Locations and estimated annual quantities.

- Clear Diesel
- Renewable Diesel (Off Road Use)
- Regular Unleaded (87 Octane)

***Note: Fuel deliveries made to the applicable fuel tank locations listed in Attachment 2 shall be during normal working hours which are Monday through Friday, 8AM to 3PM no holidays or after hour deliveries.***

### **4. Fuel Cost**

In accordance with the attached request for proposal response, fuel costs shall be based upon a single firm differential price above or below the rack average Stockton, CA price for Regular and Premium Unleaded and Ultra Low Sulfur Diesel fuel as posted in the Oil Price Information Services (OPIS) or OPIS equivalent. See Attachment 1 for detailed pricing.



# City of Merced Fuel Delivery Services Agreement

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## **5. Invoicing/Reconciliation**

All fuel delivery invoices shall be provided to Public Works Administration, located at 1776 Grogan Ave. as soon as possible after each fuel delivery. Fuel delivery reconciliation shall be required as requested by Public Works Administration to verify fuel delivery quantities are accurate.

## **6. Payment**

City payments should occur within 30 days upon receipt of invoicing.

## **7. Termination of Services**

Termination of this Agreement may occur at any time by either party but must be given a written 30 day notice.

## **8. Entire Agreement**

This Agreement and the exhibits hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

## **9. Counterparts.**

This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

## **10. Authority to Execute.**

Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

## City of Merced Fuel Delivery Services Agreement

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**11. INSURANCE** During the term of the Agreement, Vendors shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

**a. General Liability.**

(i) Vendor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Vendor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.

**b. Automobile Insurance.**

(i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

**c. Qualifications of Insurer.**

The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

**d. Certificate of Insurance.**

Vendor shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Vendor's insurance policies are not current.

## City of Merced Fuel Delivery Services Agreement

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IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:  
CITY OF MERCED  
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney                      Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

## City of Merced Fuel Delivery Services Agreement

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VENDOR:

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

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

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

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

# City of Merced Fuel Delivery Services Agreement

## Attachment 1

### Detailed Pricing

Fuel Tank Locations	Fuel Tank Size	Fuel Type	Approximate Annual Gallons	Firm Differential Pricing Per Gallon	Total Cost
Public Works Corp Yard 1776 Grogan Ave	3- 12,000 gallon USTs (11630 gal @100% full)	Clear Diesel	230,000		
Fire Station 51 99 E. 16 <sup>th</sup> Street	1- Split tank Convault (1500 & 500 gal)	Clear Diesel	12,000		
		Unleaded (87 Octane)	5,000		
Fire Station 53 800 Loughborough Dr	1- 500 gal Convault	Clear Diesel	4,500		
WWTP 10260 Gove Rd.	1-5000 gal Convault	Renewable Diesel Rd99 or Rd100	12,000		
Fire Station 55 3520 N. Parsons Ave	1- 500 gal Convault	Clear Diesel	3,000		
Fire Station 52 1400 Falcon Way	1- 500 gal Convault	Clear Diesel	2,500		

Total Clear Diesel

Total Unleaded

<b>DIESEL Total Tax Fees</b>		
<b>GAS Total Tax Fees</b>		

## City of Merced Fuel Delivery Services Agreement

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### Attachment 2

#### Fuel Delivery Locations

Fuel Tank Locations	Fuel Tank Size	Fuel Type
Public Works Corp Yard 1776 Grogan Avenue	3- 12,000 gallon USTs (11630 gal @100% full)	Clear Diesel
Fire Station 51 99 E. 16 <sup>th</sup> Street	1- Split tank Convault (1500 & 500 gal)	Clear Diesel Unleaded (87 Octane)
Fire Station 53 800 Loughborough Dr	1- 500 gal Convault 1- 2000 gal Convault	Clear Diesel Unleaded (87 Octane)
WWTP 10260 Gove Rd.	1- 5000 gal Convault	Renewable Diesel
Fire Station 55 3520 N. Parsons Ave	1- 500 gal Convault	Clear Diesel
Fire Station 52 1400 Falcon Way	1- 500 gal Convault	Clear Diesel
Various City Generator Locations	2000 gal Convaults or other smaller day tanks	Renewable Diesel

## City of Merced Card-Lock Fuel Station Service Agreement

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### **1. Parties and Term**

This Fuel Service Agreement (“Agreement”) is by and between the City of Merced, a California Charter Law Municipal Corporation, located at 678 West 18<sup>th</sup> Street, Merced, California 95340 (“City”) and \_\_\_\_\_, located at \_\_\_\_\_ (“Vendor”) and is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

This Agreement will commence on July 1, 2025 and end on June 30, 2027, but may be extended upon the mutual, written agreement between both parties for one-to-three additional periods of one-year, ending on June 30, 2030. This Agreement allows for fueling services to be provided to all City vehicles for diesel or unleaded fuel from vendor CFN Card-Lock Service Station fueling operation located at \_\_\_\_\_, Merced, California. This will include fueling services for up to approximately 546 vehicles/equipment (320 unleaded and 226 diesel powered vehicles/equipment).

### **2. Note—This Agreement Applies to Fuel Service Only**

This Agreement does not alter any current agreements between the parties for fuel delivery to any City fuel tank sites.

### **3. Fuel Cost**

In accordance with the attached request for proposal response, fuel costs shall be based upon a single firm differential price above or below the rack average Stockton, CA price for Regular and Premium Unleaded and Ultra Low Sulfur Diesel fuel as posted in the Oil Price Information Services (OPIS) or OPIS equivalent. See Attachment 1 for detailed pricing.

### **4. Facility Requirements**

The Fuel Servicing facility must be capable of handling large equipment. Additional facility requirements include:

- a) Be located within City limits and as close to the Merced Central Police Station (611 W. 22<sup>nd</sup> Street) as possible;
- b) Be capable of handling large equipment such as Garbage or Fire Trucks with a gross vehicle weight rating (GVWR) of at least 58,000 lbs;
- c) Be capable of accepting vehicles with a maximum height clearance of 13’6” high;

## City of Merced Card-Lock Fuel Station Service Agreement

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- d) Be capable of accepting Truck/Trailer combination units greater than 40 feet in length with a combined GVWR of 100,000 lbs;
- e) At least one clear and one dyed diesel dispenser shall have a hose length of at least 20 feet so equipment (i.e. backhoes) will not be required to off load from trailers for fueling;
- f) The facility must be capable of fueling up to 10 vehicles powered by clear diesel, 6 vehicles powered by unleaded (87 Octane), 2 vehicles powered by unleaded (90 Octane) and 2 vehicles powered by dyed diesel at the same time or at any given time of the day.

The facility must be continuously open twenty-four hours per day, seven days per week, and three hundred sixty five days per year. If the fueling facility is offline at **any** dispenser(s) for any length of time, the City of Merced must be immediately notified by calling Public Works Administration at 209-385-6800, M~F, 7:30 AM to 4:30 PM or for after normal working hours, weekends or holidays, call Police Dispatch at 209-385-6905.

If the fueling facility will be offline and unavailable at **all** dispensers for greater than **24 hours**, the service provider must be capable of vending Diesel and/or Unleaded fuel through a tank truck w/dispenser meter, or other portable fuel vending equipment capable of metering fuel. Portable fuel vending will be performed at the City of Merced, Corporation Yard located at 1776 Grogan Ave.

### **5. Fuel Transaction, Cards/PIN Numbers**

The City shall require vendor to provide a method of identifying both the vehicle and driver separately on each fuel transaction. Vehicles may be identified by individual vehicle fuel card numbers. Driver's identity may be a 4 to 7 digit PIN number (7 digit preferably) or an individual separate card number per employee. The City will agree to pay for all cards initially but requires vendor to make and provide, at no charge, any new or replacement cards thereafter.

The City shall provide vendor with a list of all Vehicle/Equipment Identification numbers by department, initially and each time a vehicle is added or removed from service and shall include a description of the vehicle/equipment type, fuel type and maximum fuel tank capacity.

A list of all employee names by department shall also be provided initially and each time a new employee has the need for a fuel card or leaves city employment and will provide a PIN number for each employee. New PIN



## City of Merced Card-Lock Fuel Station Service Agreement

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numbers shall be assigned by the City and provided to vendor administration. Any changes such as, new or replacement cards or PINs must be coordinated with the City's Public Works Administration staff by calling 209-385-6800. Card number changes, new card issuances may be provided to the City by fax, email, compact disc or other electronic memory devices.

### **6. Secured Information**

All employee, vehicle or fuel transaction information is strictly confidential and shall **not** be given or shared with **anyone** without prior **written** approval from the City.

### **7. Fuel Transaction Data**

The City must receive fuel transaction data in electronic media via email or other electronic form, i.e. compact disc, memory stick, etc. and in either ASCII or Excel format at least twice per month. Other formats or interval options will be considered but must be pre-approved by the City.

Fuel Transaction data must include the field information found in Attachment 2.

### **8. Payment/Service Period**

Invoices shall occur every ten (10) working days and payments will occur monthly.

### **9. Termination of Services**

Termination of this Agreement may occur at any time by either party but must be given a written 30-day notice.

### **10. Entire Agreement**

This Agreement and the exhibits hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

# City of Merced Card-Lock Fuel Station Service Agreement

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## **11. Counterparts**

This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

## **12. Authority to Execute**

Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

## City of Merced Card-Lock Fuel Station Service Agreement

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IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:  
CITY OF MERCED  
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney                      Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

## City of Merced Card-Lock Fuel Station Service Agreement

---

VENDOR:

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
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# City of Merced Card-Lock Fuel Station Service Agreement

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## Attachment 1

### Detailed Pricing

<b>Card Lock Commodity</b>	<b>Fuel Commodity</b>	<b>Average Annual Gallons</b>	<b>Firm Differential Pricing Per Gallon</b>	<b>Cost</b>
Card-Lock Unleaded	Unleaded	185,000		
Card-Lock Clear Diesel	Clear Diesel	5,000		
Card-Lock Renewable Diesel	Renewable R99 or R100 Diesel	300		

<b>DIESEL Total Tax Fees</b>		
<b>GAS Total Tax Fees</b>		

# City of Merced Card-Lock Fuel Station Service Agreement

## **Attachment 2**

### **City of Merced Fuel File Format**

(Excel – xlsx)

Date	Equipment #	Quantity	Type	Odometer	Unit Cost	Total Cost	Driver	Location	Time
09192024	E-1023R	21.74	UNLEAD	93086	3.82	82.94	Smith, John	Merced, CA	04:32
xlsx format									
Column 1	Date in Text format mmddyyyy								
Column 2	Vehicle # in Number format/0 decimal places/do not use 1000 separator								
Column 3	Gallons pumped in Number format/2 decimal places/do not use 1000 separator								
Column 4	Fuel type in Text format								
Column 5	Odometer in Number format/2 decimal places/do not use 1000 separator								
Column 6	Per gallon cost in Number format/2 decimal places/ do not use 1000 separator								
Column 7	Total cost in Number format/2 decimal places/do not use 1000 separator								
Column 8	Driver/Card # (City Employee refueling)								
Column 9	Location of Fuel Station								
Column 10	Time of Purchase								