

REQUEST FOR PROPOSALS
COOPERATIVE PURCHASING AGREEMENT FOR FUELS AND LUBRICANTS



SACRAMENTO AREA COUNCIL OF GOVERNMENTS
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RELEASE DATE: May 7, 2024
DEADLINE FOR QUESTIONS: May 17, 2024
RESPONSE DEADLINE: June 14, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
<https://secure.procurenw.com/portal/sacog>

Sacramento Area Council of Governments

REQUEST FOR PROPOSALS

Cooperative Purchasing Agreement for Fuels and Lubricants

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I. Introduction

I.A Summary

SACOG serves as a Joint Powers Authority (JPA) of city and county governments in El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba counties. As the only public agency with members from all 28 jurisdictions in the greater Sacramento region, SACOG plays a unique role as the place where local governments can come together to take on critical issues facing the region and to tackle problems that are too big for any one jurisdiction to solve on its own. SACOG is tasked by state and federal law with long-range planning for the region but also plays an important role in working with local partners to advance more immediate solutions to some of the region's shared challenges of transportation, housing, air quality, climate change and the protection of the region's agricultural and natural resources. Starting with the development of the 2024 Blueprint, SACOG has committed to three strategic goals of equity, economy, and environment. For more information, please visit our website: <https://www.sacog.org>.

I.B Background

SACOG is seeking a vendor for a cooperative purchasing agreement that SACOG administers for agencies within the Sacramento Region to procure automotive fuel and lubricants. SACOG receives an administrative fee based on the amount of fuel sold.

This Request for Proposals (RFP) is for the purchase of (1) bulk automotive fuels; (2) renewable diesel fuel; (3) commercial cardlock automotive fuels; (4) automotive oil and lubrication products; and (5) other related products on an as-needed basis on behalf of the various agencies specified in Exhibit B "Participating Agencies". SACOG will be the lead agency for this solicitation purchasing on behalf of the Participating Agencies. SACOG reserves the right to award to more than one proposer. This RFP estimates the annual automotive fuel and other related product requirements for the participating agencies specified herein and SACOG does not guarantee that all items and quantities listed will be purchased throughout the term of the resulting agreement. Services will be provided on a scheduled or on-demand basis.

Participating Agencies shall purchase directly from the contractor(s), under the contract(s) awarded pursuant to this RFP and the resulting agreements between the Contractor and each Participating Agency. Participating Agencies shall be directly billed by the Contractor for purchases. No party, including SACOG, shall be responsible to the Contractor for specific payments other than the Participating Agency contracting for those purchases. All Participating Agencies are government agencies.

For commercial cardlock automotive fuels, anticipated amounts are shown in Attachment F. Estimated bulk automotive fuels, delivery locations, estimated usage, and tank sizes are shown in Attachment E. The Contractor will also be required to demonstrate its ability to satisfy the



supplemental terms and conditions outlined in the scope of work for bulk automotive fuel, renewable diesel, and related products, and cardlock services.

Proposals will be received by SACOG for the furnishing of all fuel, transportation, labor, supervision, equipment - and any other items of expense necessary to provide fuel for delivery in accordance with this RFP and attachments, which by this reference are made a part hereof.

I.C Contact Information

Project Contact:

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Analyst

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Procurement Contact:

Heather Luke

Procurement Officer

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Department:

Procurement

I.D Timeline

Release Project Date	May 7, 2024
Question Submission Deadline	May 17, 2024, 5:00pm
Question Response Deadline	June 3, 2024, 5:00pm
Proposal Submission Deadline	June 14, 2024, 5:00pm
Contractor Selection Date	July 3, 2024



II. Scope of Work

II.A Introduction

The scope of work is described below. The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The consultant will receive general direction from the SACOG Project Manager. Tasks and deliverables will include the following:

II.B Goals

It is in the interest of SACOG and all Participating Agencies to establish the following:

- (a) Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Agencies.
- (b) Achieve cost savings of Contractors and Participating Agencies through a single competitive solicitation process that eliminates the need for duplicate purchasing process.
- (c) Combine the purchasing power of public agencies to achieve cost effective pricing.
- (d) Reduce the administrative and overhead costs of Contractors and Participating Agencies through state of the art purchasing.

II.C Specifications - Bulk Automotive Fuel and Related Products

General Specifications

The products listed in this bid shall meet all applicable Federal, State, and local government laws and environmental requirements and regulations, including but not limited to, the California Air Resources Board (CARB), the laws, regulations, and standards of the American Society of Testing and Materials, and fuel industries law, codes, requirements, standards, and guidelines currently in force and any of those put in force during the term of the resulting contract period(s). The products shall also conform with the State of California specifications (or applicable updates as they may apply). The successful proposer(s) shall be responsible for ensuring that the products delivered to each participating agency comply with all such laws, regulations, and requirements.

The successful proposer may elect to purchase fuel from major refineries or other reliable sources in order to obtain the lowest available prices. It shall be the successful proposer's sole responsibility to manage purchases from its sources so as not to jeopardize its ability to supply fuel to the participating agencies.

1. Specifications for Unleaded Regular Gasoline

1.1. Unleaded regular gasoline fuel must be a volatile mixture of liquid hydrocarbons containing small amounts of additives, suitable for use as fuel with spark-ignition, internal combustion



engines. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4140.

1.2. Unleaded regular gasoline fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1. Evidence of such facts shall be available to all participating agencies in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to the participating agency.

1.3. Unleaded regular gasoline shall have a minimum Anti-Knock Index of 87 unless otherwise specified herein.

1.4. The finished fuel shall be visually free of un-dissolved water, sediment, suspended matter, and it shall be clear and bright at the ambient temperature or 21°C (70°F), whichever is higher.

1.5. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

2. Specifications for Diesel Fuel

2.1. Diesel fuel must be suitable for on-highway use.

2.2. Diesel fuel must be suitable for use in diesel engines operating in industrial and heavy mobile (vehicle) service. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4143.

2.3. Diesel fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and Section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. Evidence of such facts shall be available to all participating agencies in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to the participating agency.

2.4. Diesel fuel shall have a minimum Ctrain rating of 53 unless otherwise specified herein.

2.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.

2.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

3. Specifications for Ethanol E-85 Fuel

3.1. Ethanol E-85 fuel covers a fuel blend, nominally 85 volume % denatured fuel ethanol and nominally 15 volume % hydrocarbons for use in ground vehicles with automotive spark-ignition engines.

3.2. Ethanol E-85 fuel shall meet the CARB requirements of CCR Title 13, Division 3, Chapter 5, Article 3, Section 2292.4, Specifications for E-85 Fuel Ethanol, or the producer/marketer shall obtain a test program exemption from the California fuel specifications for E-85 from CARB.



3.3. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

3.4. Diesel fuel must be suitable for on-highway use.

4. Specifications for Liquefied Natural Gas (LNG)

4.1. Natural gas is a naturally occurring gas mixture consisting primarily of methane, combined with other hydrocarbons, carbon dioxide, nitrogen and hydrogen sulfide.

4.2. LNG shall meet the United States Environmental Protection Agency has adopted specifications for natural gas as a certification test fuel. See, 40 CFR Part 86.113 and 40 CFR Part 1065.715.

4.3. The delivered LNG shall not contain any liquid or solid contaminants. The Natural Gas may not contain other elements and impurities (including but not limited to methanol, condensates, gas odorants) to the extent that such Natural Gas cannot be transported, stored and marketed without incurring additional cost for quality adjustment.

4.4. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

4.5. LNG must be suitable for on-highway use.

5. Specifications for Automotive Oil and Lubrication Products

5.1. All automotive oil and lubrication products offered by proposers shall meet the American Petroleum Institute (API) Service CJ-4, SM, CH-4, CG-4, CF-4, CF/SJ ratings, unless otherwise noted, and be rated for both diesel and gasoline engines with or without turbo chargers.

6. R-99 Renewable Diesel Fuel Specifications

6.1. The fuel delivered must be at least 99% renewable diesel and meet the latest versions of the following specifications and standards:

6.2. "Renewable Diesel" means a diesel fuel that is produced from non-petroleum renewable sources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

6.3. The renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6 Article 5, Section 4149.

- The renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB.



- The renewable diesel fuel must meet a CARB approved Certified Pathway with a carbon intensity (CI) no more than 40 gCO₂e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486. The CI is a method of quantifying the overall carbon impact of a fuel as defined by the California Air Resources Board Low Carbon Fuel Standard (LCFS). It is the supplier's responsibility to provide documentation acceptable to the participating agency.

6.4. SACOG and Participating Agency may, at any time, take a sample of the delivered product to be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975 and ASTM-D6866 utilizing Carbon 14 dating to verify the percentage of bio-based of a fuel and petroleum.

6.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.

6.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

II.D General Delivery Requirements

1. The successful proposer shall perform all deliveries to the various agency locations specified in Attachment E in a safe and professional manner. Participating agencies shall reserve the right to add or delete delivery locations as-needed during the course of the resulting contract(s).

2. The successful proposer shall be solely responsible for ensuring that its vehicles/equipment have all the necessary attachments (pumps, hoses, etc.) required to deliver and dispense fuel into the fuel storage tanks at each delivery location. The successful proposer's equipment shall be in good working order and all personnel shall be especially trained in safety matters to preclude accidents endangering agency personnel, property, or members of the public. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by the successful proposer at the successful proposer's sole expense, including product in spill containers.

3. The successful proposer shall ensure that deliveries are made as often as requested and within the delivery times stated herein to all participating agency delivery locations, regardless of weather conditions.

4. All deliveries shall be made within thirty-six (36) hours after an order is placed unless otherwise specified by the ordering agency.

5. The successful proposer shall be solely responsible to check with each participating agency and facility to verify their specific delivery hours before delivery occurs. The successful proposer must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame requested by the participating agency.

6. Deliveries may be made to locations inside secure grounds that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be



the successful proposer's sole responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules for delivery.

7. The successful proposer may be required to make occasional emergency on-site or weekend deliveries upon special request by the individual ordering agency. Emergency deliveries shall be defined as deliveries requested outside the regular working hours of 7:00 am to 5:00 pm (Pacific), Monday through Friday (excluding agency-observed holidays). Weekend deliveries shall be defined as deliveries requested during the hours of 5:01 pm Friday through 6:59 am the following Monday. If a delivery is scheduled on an agency-observed holiday then the delivery shall be considered a weekend delivery for billing purposes. Proposers shall state their pricing for such deliveries. No additional charges or fees shall be accepted or paid by the individual ordering agency for such deliveries.

II.E Delivery Requirements for Bulk Gasoline and Diesel Fuel #2 Red-Dyed Diesel Fuel, and Renewable Diesel

1. Deliveries shall be made within thirty-six (36) hours after receipt of an order from the participating agency. Refer to Attachment E for a complete list of each agency's anticipated delivery locations.
2. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the successful proposer elects to make that delivery in a vehicle of lesser capacity, the successful proposer shall not charge more than the truck and trailer prices prevailing at the time of delivery.
3. All deliveries shall be made in metered trucks that are compatible with the participating agency's storage tanks. Temperature correction of delivered products shall not be allowed. Invoices and payments shall be for gross gallons delivered.
4. All fuel deliveries shall be accompanied by a drop tag stating the tank size, reading, quantity delivered, point of delivery and signature of delivering driver, and specify whether the delivery was a bobtail or truck and trailer delivery.
5. At the time each delivery is made, the successful proposer's driver may be required to draw a one (1) gallon sample from the truck and leave the sample with the agency's staff receiving the delivery. The sample container will be furnished by the participating agency. The participating agency reserves the right to send the fuel sample to an independent testing laboratory for analysis at any time. Should the fuel test analysis indicate that the fuel does not meet the specifications listed herein, the successful proposer may be required to remove and replace the product at the successful proposer's expense. Continued failure to deliver product meeting the specifications listed herein may be cause for cancellation of the resulting agreement.



II.F Supplemental Terms and Conditions Bulk Automotive Fuel and Related Products

(1) Pricing

1.1. All Categories

- The proposers pricing shall be Free-on-Board (FOB) Destination, freight prepaid and assumed by the successful proposer, and exclusive of all taxes or surcharges. Proposers shall provide firm, fixed margins, bobtail and delivery point differentials, and unit prices for the bulk fuel and related products listed in this solicitation for the initial contract period of three years from the date this bid is awarded, with the option to negotiate for an additional two years.

1.2. Provisions Specific to Bulk Gasoline and Diesel Fuel, #2 Red-Dyed Diesel Fuel

- The contract pricing shall be based on two factors: the unbranded daily rack average with car Sacramento daily price reported by Oil Price Information Service (OPIS) and the bidder's margin (along with any applicable bobtail and delivery point differentials). The formula below outlines the contract price per gallon to be paid by the participating agencies.

OPIS "Unbranded Daily Rack Average" + Bidder's Margin = Total Price Per Gallon

- The proposer's margin, including bobtail and delivery point differentials, shall represent purchases that are FOB Destination, freight prepaid and assumed by the successful proposer to the delivery locations specified in **Attachment E: FUEL TANK SIZES AND DELIVERY LOCATIONS – BULK AUTOMOTIVE FUEL PRODUCTS**. The proposer's margin and differentials shall be exclusive of all taxes and surcharges. Applicable taxes and surcharges shall be listed separately in the proposer's response as well as on the resulting invoices. Some agencies are exempt from Federal Excise Tax for purchases of unleaded and diesel fuels. The successful proposer(s) shall be responsible to provide the participating agencies with any necessary exemption certificates to be completed prior to the award of the resulting agreement(s).
- The successful proposer(s) for the automotive fuel categories shall be solely responsible for distributing an electronic copy (via email) of the daily OPIS report to each of the participating agencies. The daily OPIS report shall show at a minimum the daily average rack prices for the gasoline and diesel products specified herein for the Sacramento area.

1.3. Provisions Specific to Liquefied Natural Gas (LNG) Pricing

- The contract pricing shall be based on two factors: the Platts Gas Daily Social Gas Mipoint and the bidder's margin (along with any applicable bobtail and delivery point differentials). The formula below outlines the contract price per gallon to be paid by the participating agencies.

Platts Gas Daily + Bidder's Margin = Composite Price



- The proposer’s margin, including bobtail and delivery point differentials, shall represent purchases that are FOB Destination, freight prepaid and assumed by the successful proposer to the delivery locations specified in Attachment E: FUEL TANK SIZES AND DELIVERY LOCATIONS – BULK AUTOMOTIVE FUEL PRODUCTS. The proposer’s margin and differentials shall be exclusive of all taxes and surcharges. Applicable taxes and surcharges shall be listed separately in the proposer’s response as well as on the resulting invoices.

1.4. Provisions Specific to Renewable Diesel Pricing

- Pricing will be based on two factors: Oil Price Information Service (OPIS) spot “Unbranded Daily Rack Average” and successful proposer’s margin (along with any applicable bobtail and delivery point differentials) for each location.
- The OPIS UNBRANDED RACK AVERAGE WITH CAR price per gallon of R-99 Renewable Diesel is based on the wholesale "OPIS GROSS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, at “Early Day (10:00 am EST). Contract Price Daily Issue of the Oil Price Information Service (OPIS). During the term of this Contract, the prices for the R-99 Renewable Diesel furnished hereunder may be adjusted only in the manner set forth herein. Prices shall be adjusted automatically on a daily basis. Said adjustments shall be made based on the “RACK AVERAGE WITH CAR” price of "OPIS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, as shown in the 10 AM Contract Price Daily Issue of the OPIS issued on the date of delivery.

OPIS “Unbranded Daily Rack Average” ULS Diesel #2 + Bidder’s Margin = Composite Price

- If the OPIS publication is modified to include R-99 renewable diesel fuel then SACOG reserves the right to re-establish the base price calculation method.
- In the instance the Renewable Diesel is unable to be sourced by contractor, standard petroleum diesel will be distributed to those sites regularly scheduled for Renewable Diesel deliveries. Successful proposer will contact the Participating Agency before any delivery begins.
- In the case that shipment or delivery of Renewable Diesel is delayed or unavailable for distribution, successful proposer must identify unavailability within 24 hours through written or electronic notice on the Participating Agency’s billing invoice. Once Renewable Diesel product is available for shipment successful proposer must provide written or electronic notice of availability on Participating Agency’s billing invoice. Successful proposer must notify the SACOG Contract Administrator in the case of shipment or delivery of Renewable Diesel is delayed by 5 business days or more to any Participating Agency.

(2) Award



2.1. This solicitation shall be evaluated and awarded by product category or on an all-or-none basis, whichever is in the best interest of the Participating Agencies. Prompt payment discounts will also be considered.

2.2. The estimated annual fuel requirements for the participating agencies specified herein are provided in the Scope of Work Specifications and Requirements for informational purposes. Other public agencies may elect to “piggyback” on the award of this solicitation. Participating agencies shall not be obligated to purchase a minimum quantity and shall not be required to purchase any or all of the products specified herein. It will be the responsibility of the other agencies to execute separate contracts with the successful proposer at the same bid pricing through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between SACOG and the successful bidder would be made available to those other agencies.

(3) Account Set-Up and Payment Information

3.1. The successful proposer(s) shall establish and maintain individual accounts with unique account numbers for each agency, agency’s departments and divisions both identified in Bid Attachments E & F: Estimated Annual Quantities and at the time they execute a separate contract with the successful proposer.

3.2. At a minimum, all invoices should include the following information: the blanket purchase order number, customer account number (refer to Section 3.1 above), location of delivery, invoice number, invoice date (Month/Day/Year), date (Month/Day/Year) that fuel or related products were delivered, number of gallons delivered/dispensed or quantity of each product, bidder’s margin with differentials shown or unit price for each product with the extended amounts clearly shown, applicable discount for each product, and applicable sales tax and all other taxes/surcharges/fees. All invoices must include the name of the agency employee that placed the order. The successful proposer(s) must invoice each account separately. The successful proposer(s) shall not consolidate multiple accounts onto the same invoice or billing statement unless specifically requested by participating agency.

3.3. The participating agency shall pay the successful proposer only the margins/pricing specified in the successful proposer’s response. Such amount will be due and payable upon receipt of an invoice by the participating agency with the appropriate information specified in Section 3.2 above. The successful proposer shall provide a copy of the daily OPIS price information sheet for each order delivered with each billing statement. Participating agencies will not accept or pay any emergency response premiums, administrative surcharge costs, or any other surcharges not identified in the successful proposer’s response. Charges imposed by the State of California or the Federal Government after the proposal has been awarded will be honored.

(4) Quality Assurance Provisions



4.1. The successful proposer shall provide traceability on all shipments back to the refinery or within five business days upon request from the participating agency.

4.2. The successful proposer shall ensure that all trucks, railcars, and vessels shall be drained, cleaned, and inspected prior to loading if the previous load contained other petroleum product(s) that would contaminate the desired fuel product.

(5) Product Labeling and Emergency Response

5.1. Prior to the first delivery of product or fuel, the successful proposer shall provide each participating agency with a Material Safety Data Sheet (MSDS) provided for each of the products awarded to the successful proposer and all other chemicals intentionally added into the fuel including additives. The successful proposer shall be responsible for immediately providing the participating agency with any updated or revised MSDS sheets throughout the term of the resulting agreement(s).

5.2. Twenty-four (24) hour emergency response must be provided by the successful proposer. Prior to the first delivery the successful proposer shall provide each participating agency with a list of emergency contact persons and a 24-hour company telephone number in the event that a fire or other event occurs and the participating agency is in need of telephone consultation regarding the successful proposer's product(s).

5.3. The successful proposer shall be responsible for any spills or other incidents involving their product(s) during delivery, up to and including the off-loading process, when the successful proposer's product is transferred into the participating agency's fuel tank(s). The successful proposer's drivers shall be fully trained by the successful proposer in chemical safety.

(6) Safety Requirements

6.1. The successful proposer agrees to perform all fuel dispensing and delivery tasks in such a manner as to meet all accepted standards for safe practices throughout the term of the contract and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. The successful proposer also agrees to accept the sole responsibility for complying with the supplemental terms and conditions specified herein as well as all local, County, State or other legal requirements at all times. These requirements may include but are not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders so as to protect all persons, including participating agency employees, agents of the participating agency, vendors, members of the public and others from foreseeable injury, or damage to their property.

6.2. During performance and upon completion of services, the successful proposer shall remove all unused equipment, supplies, instruments of service, all excess or hazardous material, trash, and legally dispose of them. The successful proposer shall leave the participating agency's fuel tanks and fuel delivery location in a neat, clean, and acceptable condition to the participating agency's satisfaction.



(7) Insurance Requirements

7.1 The successful proposer shall furnish evidence of insurance, including required endorsements, to each participating agency demonstrating proof of coverage in the amounts as specified in this RFP, upon request. Each participating agency may require different coverage levels than specified in this RFP, which will only apply to that agency.

- THE PROOF OF INSURANCE SHALL INCLUDE A SEPARATE ENDORSEMENT FORM(S), AND SHALL INCLUDE THE GENERAL LIABILITY POLICY NUMBER. BLANKET ENDORSEMENT FORMS MAY BE REJECTED.

7.2 Failure to comply with the insurance and endorsement requirements will result in the disqualification of your proposal. All costs of complying with the insurance AND endorsement requirements shall be included in your proposal pricing. Proposers are strongly advised to read the Insurance Requirements, prior to submitting a proposal. Proposers are NOT required to submit proof of insurance with their responses.

(8) Allocation

8.1. It is understood that the successful proposer's obligation to perform is subject to modification and reduction in accordance with any federal, state or local government program governing the allocation of products by the seller, which may occur during the term of the contract. The successful proposer(s) shall take any necessary measures to ensure delivery of sufficient quantities of fuel and related products to each of the participating agencies in accordance with said regulations.

8.2. In the event of such programs, the participating agency reserves the right to terminate the contract on the effective date of the allocation program.

(9) Records

9.1 The successful proposer shall maintain at all times complete, detailed records with regard to each participating agencies total number of purchases which can be filtered/sorted by agency department, product, delivery date, and delivery location.

(10) Licenses and Permits

10.1 The successful proposer will possess and keep in effect for the duration of the Contract any licenses and permits necessary to perform the contracted services. The vendor shall be licensed to do business in the State of California.

(11) Non-Collusion

11.1. If there is reason to believe that collusion exists among proposers, SACOG may refuse to consider proposals from any proposers involved. No person, firm, or corporation under the same or different name shall make, file, or be interested in more than one proposal for the same work



unless as part of an alternate proposal. Proposers should clearly disclose participation in multiple proposals. A person, firm, or corporation that has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Proposers shall submit with their proposal a Non-Collusion Affidavit.

II.G Scope of Work and Supplemental Terms and Conditions - Cardlock Services

Each proposer submitting a proposal for cardlock services shall briefly describe its system for providing cardlock services, including the following:

- The proposer's locations which can accept fuel cards.
- The proposer's ability to provide as many fuel cards as requested by the participating agencies identified in Attachment F: PARTICIPATING AGENCY FUEL TANK SIZES AND DELIVERY LOCATIONS – COMMERCIAL CARDLOCK AUTOMOTIVE FUELS, and to replace lost or stolen cards.
- Whether the proposer offers a fuel interface that is compatible with the fleet database management system used by the participating agencies.
- Whether the proposer can offer both vehicle cards and bulk fuel cards.
- Whether the proposer can itemize charges for lost or stolen cards.
- The proposer's system for recording fuel card information, including identity of vehicle, type of fuel, quantity of fuel, vehicle odometer MPG reading, date of transaction, and time of transaction.
- The proposer's ability to transmit fuel card information electronically to the participating agency, and the time frame for such transmissions.

II.H Pricing Submission and Detail

Attachment H provides Participating Agency information, annual purchase amounts, and locations for the nine commodity categories. SACOG reserves the right for multiple awards. Proposers must submit pricing for all line items within a selected product category in order to be considered responsive (exception for lubricants - see below).

The above Supplemental Terms and Conditions address pricing approach for bulk fuels and cardlock, but the contract pricing shall generally be based on two factors:

(a) the Sacramento unbranded daily rack average price reported by the Oil Price Information Service (OPIS)

(b) the bidder's margin (along with any applicable bobtail and delivery point differentials)

Proposers must fill in the bidder's margin and applicable bobtail differential within Agency Price Sheet. More instructions are included in Attachment H.



Administrative Fee

The contractor will be directed to include an administrative fee in the cost of each unit purchased by a Participating Agency. The fee to be assessed will be based on a per gallon/gallon equivalent of fuel, and per unit of lubricant. Attachment H includes a fee of \$0.0065 per gallon purchased under the contract. SACOG will include this information in the final contract. The administrative fee finances the staff time and project management costs associated with drafting and delivering this solicitation. Please refer to the Questionnaire for the administrative fee acknowledgement.

Additional Lubricants

Proposers are encouraged to submit specifications and pricing information for lubricants not listed in Attachment H. Tab J "Additional Lubricants" within Attachment H is available to include additional lubricant information.

III. Vendor Questionnaire

III.A Table of Contents and Documents List*

Proposals should include an itemized list of all documents being provided to SACOG and maintain links to any documents provided through the time of contract award.

Required File Upload for this section:

- Table of Contents ad Documents List

*Response required

III.B Transmittal Letter*

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared.

Required File Upload for this section:

- Transmittal Letter

*Response required

III.C SACOG Standard Agreement Terms and Conditions*

The proposer include confirmation that they have reviewed SACOG's Standard Agreement Terms and Conditions (see attachments) and one of the following:



(A) A statement confirming that the proposer has reviewed and accepted SACOG's Standard Agreement Terms and Conditions as attached to this RFP without exceptions;

or

(B) A statement confirming that the proposer has reviewed and accepted SACOG's Terms and Conditions with exceptions listed, including detail of exception, Section number and title, and proposed revision.

Exceptions to Terms and Conditions not presented with the proposal submission, or that do not include necessary information may not be considered during the contracting phase.

Required File Upload for this section:

- Exceptions to Terms and Conditions in SACOG's Standard Agreement or statement of no exceptions.

*Response required

III.D Project Proposal*

Project Understanding

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of SACOG.

Technical Approach

A summary of the proposed approach

An explanation of the consultant's intended role as related to the role of SACOG.

A thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes major changes to the RFP approach, those changes should be specified clearly. The consultant should specify its technical approach, especially data elements to be sampled, staff to be interviewed, and documents to be reviewed, etc.

An itemized description of the proposed project schedule (including visits, draft and final deliverables) and the deliverables to be produced.

Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet SACOG's requirements.

Required File Upload for this section:

- Statement of Project Understanding, Approach, and Project Management
- Project Schedule if applicable

*Response required



III.E Agency Price Sheet (Cost Proposal)*

The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products.

Failure to provide adequate cost data will result in the proposal rejection as unresponsive.

*Response required

III.F Consultant and Subcontractor Information*

The SOQ must include the following information for the consultant and each subcontractor, as required by 49 CFR Section 26.11(c)(2).

- Firm name;
- Firm address;
- Business Registration Type (ex: corporation, LLC, etc.)
- State where firm is registered to do business
- Firm's status as a DBE or non-DBE;
- Age of the firm; and
- The annual gross receipts of the firm expressed in one of the following ranges: Less than \$500,000; \$500,000-\$1 million; \$1 million-\$2 million; \$2 million-\$5 million; or Over \$5 million.

Proposed Subcontractor Letters

If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professional in the Staffing Resource Matrix mentioned above.

Required File Upload for this section:

- Contractor Information and if applicable, Subcontractor Information
- If applicable, Subcontractor Letters of Commitment

*Response required

III.G Affirmative Action Program

Consultant's affirmative action program, if required pursuant to the equal employment opportunity requirements of the U.S. Department of Labor Regulations (41 CFR Part 60, et seq.). These regulations require certain contractors to develop and maintain affirmative action programs, including service contractors (non-construction) with 50 or more employees and a federally assisted contract of \$50,000 or more.



Required File Upload for this section:

- Affirmative Action Program Statement if applicable

III.H Conflict of Interest Statement*

Consultants and consultant firms submitting proposals in response to this RFP must disclose to SACOG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP.

If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

Required File Upload for this section:

- Conflict of Interest Statement, including for subcontractor(s)

*Response required

III.I Addenda

If SACOG issues any Addenda for this solicitation, please submit your forms and responses here.

Required File Upload for this section:

- If applicable, responses to addenda should be uploaded.

III.J Debarment Certification*

Complete and Sign Debarment Certification Form (see attachments).

Required Upload for this section:

- Signed Debarment Certification form, for Contractor and subcontractor(s)

*Response required

III.K Levine Act Disclosure Statement and Gov Code 1090*

Attach the Levine Act Disclosure statement and Gov Code 1090 Form.

Required File Upload for this section:

- Levine Act and Gov Code 1090 Form. There are two pages requiring signature.
- Must be completed by Contractor and by subcontractor(s)

*Response required



III.L Certification of Restrictions on Lobbying *

Sign and upload Lobbying Certification form here.

Required Upload for this section:

- Signed Lobbying Certification, for Contractor and subcontractor(s)

*Response required

IV. Evaluation Process

IV.A Review Panel

A proposal review panel made up of members of SACOG and jurisdiction staff will evaluate the proposals.

IV.B Technical Evaluation

Upon receipt of the proposals, a technical evaluation will be performed. The review panel will evaluate each proposal in accordance with the criteria listed in the "Evaluation Criteria" section. Proposers may be telephoned and asked for further information, if necessary. Previous clients may also be called.

IV.C Oral Interviews

The review panel may request oral interviews from the top candidates to provide additional input in the evaluation process.

IV.D Recommendation of Award

The panel will make recommendations to the SACOG Executive Director on the basis of the proposal, oral interview when held, and reference check. SACOG reserves the right to select a consultant based solely on written proposals and not convene oral interviews. In determining which proposal is most advantageous, SACOG will award the contract to the proposer whose proposal offers the best value.

V. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Project Understanding Understanding of the background and requirements of the project.	0-100 Points	15 <i>(15% of Total)</i>
2.	Resource Allocation	0-100 Points	15 <i>(15% of Total)</i>
3.	Project Management and Business Continuity	0-100 Points	15 <i>(15% of Total)</i>
4.	Reliability of the Fuel Contractor's Supply Network	0-100 Points	15 <i>(15% of Total)</i>
5.	Cost Cost analysis and justification.	0-100 Points	40 <i>(40% of Total)</i>

VI. Terms & Conditions

VI.A General Terms of Project

The contract will be an agreement between SACOG and the Contractor. SACOG will provide contract administration services.

VI.B Limitations

This request for proposal (RFP) does not commit SACOG to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. SACOG expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. SACOG reserves the right to withdraw this RFP at any time without prior notice. Further SACOG reserves the right to modify the RFP schedule described above.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals become the property of SACOG. Upon award of a contract to the successful proposer, all proposals shall be public records.

VI.C Bid Protesting

Any bid protests are subject to SACOG's adopted bid protest procedure. To obtain a copy of SACOG's bid protest procedure please contact the Contracts Coordinator.



VI.D Award

All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. However, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

VI.E RFP Addendum

Any changes to the RFP requirements will be made by addenda issued by SACOG via the SACOG Bidding Portal (<https://secure.procurenow.com/portal/sacog>) and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

VI.F Verbal Agreement of Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of SACOG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

VI.G Precontractual Expense

Precontractual expenses include any expenses incurred by proposers and selected contractor in:

- Preparing proposals in response to this RFP
- Submitting proposals to SACOG
- Negotiations with SACOG on any matter related to proposals.
- Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, SACOG shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. SACOG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

VI.H Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period.



VI.I Contract Arrangements

The successful consultant is expected to execute a contract similar to SACOG's Standard Agreement, which meets all State and/or Federal requirements. A copy of SACOG's Standard Agreement is attached as an Exhibit.

VI.J Disadvantaged Business Enterprise (DBE) Policy

It is the policy of SACOG, the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that Disadvantaged Business Enterprises ("DBE's") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE's are for-profit small business concerns as defined in Title 49, Part 26.5, Code of Federal Regulations ("CFR"). It is also the policy of SACOG to practice non-discrimination based on race, color, national origin, or sex in the award or performance of this contract. All consulting firms qualifying under this solicitation are encouraged to submit proposals, including those who qualify as a DBE. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this request for proposals and contract.

VI.K DBE Obligation

The participation of qualified Disadvantaged Business Enterprises (DBE's) is strongly encouraged.

VI.L Title VI of the Civil Rights Act of 1964

The consultant must agree to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

VI.M Equal Employment Opportunity

In connection with the performance of the contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VI.N Payment Schedule

The consultant will be paid in arrears, based upon the payment schedule agreed to in the contract. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. At SACOG's discretion, SACOG may withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.



VII. Submission Instructions

VII.A Submission Instructions and Deadlines

Proposals must be received by SACOG's Procurement Officer via the SACOG Bidding Portal found at <https://secure.procurenow.com/portal/sacog>, as described further. Portal submission should be received no later than 5:00 pm (PST) on June 14, 2024.

