

REQUEST FOR PROPOSALS
REGIONAL PUBLIC AGENCY FUEL & LUBRICANTS SOLICITATION (RFP#
2018-0029)



SACRAMENTO AREA COUNCIL OF GOVERNMENTS
1415 L STREET, SUITE 300
SACRAMENTO, CALIFORNIA 95814
(916) 321-9000

www.SACOG.org

RELEASE DATE: May 1, 2019
DEADLINE FOR QUESTIONS: May 17, 2019
RESPONSE DEADLINE: June 12, 2019, 5:00 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:
<https://secure.govlist.us/portal/sacog>

PAPER RESPONSES MAY BE DELIVERED TO:
1415 L STREET, SUITE 300
SACRAMENTO, CALIFORNIA 95814
(916) 321-9000

Sacramento Area Council of Governments

REQUEST FOR PROPOSALS

Regional Public Agency Fuel & Lubricants Solicitation (RFP# 2018-0029)

I. Introduction

II. Scope of Work

III. Vendor Questionnaire

IV. Evaluation Process

V. Evaluation Criteria

VI. Submission Instructions

VII. Terms & Conditions.....

Attachments:

- A - Sample Contract
- B - Participating Agencies
- C - Bulk Fuel Tank Sizes and Delivery Locations
- D - Cardlock Agencies & Purchasing Amounts
- E - Agency Price Sheet
- F - Sub-Agreement Sample
- G - 10-T Panel Member Conflict of Interest and Confidentiality Statement
- H - Exhibit H - Non-Collusion Affidavit

I. INTRODUCTION

The Sacramento Area Council of Governments (SACOG) is a voluntary association of governments. Member jurisdictions include: the County of Sacramento (including the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova, and Sacramento); the County of Yolo (including the cities of Davis, West Sacramento, Winters, and Woodland); the County of Sutter (including the cities of Live Oak and Yuba City); the County of Yuba (including the cities of Marysville and Wheatland); Placer County (including the cities of Auburn, Colfax, Lincoln, Rocklin, Roseville, and Town of Loomis) and El Dorado County (including the City of Placerville).

SACOG is the federally designated Metropolitan Planning Organization (MPO) for the Sacramento, Davis and Marysville/Yuba City urbanized areas. SACOG is also the state-designated Regional Transportation Planning Agency (RTPA) for the counties of Sacramento, Yolo, Sutter and Yuba.

I.A Summary

Representing six counties and twenty-two cities as well as special districts and school districts in the Sacramento region, this solicitation seeks to contract with a fuel provider with the ability to provide automotive fuel and lubricants on a regional scale. The contract for the joint regional public agency fuels and lubricants procurement will be an agreement between SACOG and the contractor. SACOG will provide contract administration services. The contractor will invoice each Participating Agency (local government entity) directly for services rendered and the Participating Agency will compensate the contractor for these services as set forth in the agreement. Funding for the contractor services will be provided by the Participating Agency. The SACOG Board of Directors will award the contract and project deliverables will be reviewed by the SACOG Project Manager.

I.B Background

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 Exhibit D. Estimated bulk automotive fuels, delivery locations, estimated usage, and tank sizes are shown in Exhibit C. 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

All questions concerning this RFP must be submitted in writing via email to the Primary Contact by the deadline set forth in the "Proposal Submission Date" section and may not be considered if not received by then.

Sacramento Area Council of Governments (SACOG) will respond to questions it considers appropriate and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the SACOG website at <https://www.sacog.org/do-business-us>. Responses posted on the SACOG website become part of the RFP upon posting. SACOG reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response.

No oral response to any Applicant question by any SACOG employee or agent shall be binding on SACOG or in any way considered to be a commitment by SACOG.

The name, address, and contact information for the RFP Primary Contact are as follows:

Jay Mason
Procurement Officer
1415 L Street
Suite 300
Sacramento, CA 95814
Email: jmason@sacog.org
Phone: [\(916\) 340-6223](tel:(916)340-6223)

Department:
Procurement

Department Head:
Jay Mason
Procurement Officer



I.D Timeline

These dates are estimates only and SACOG reserves the right, in its sole discretion, to change this schedule. Notice of changes in a pre-proposal meeting date/time or location, the due date for Applicant questions, and the date for proposal submission will be posted and updated on SACOG's website at <https://www.sacog.org/do-business-us>. The other dates/times listed may be changed without notice to prospective Applicants.

Release Project Date

May 1, 2019

Pre-Proposal Meeting (Non-Mandatory)

May 9, 2019 2:00 PM

Location: SACOG 1415 L Street #300 - Virtual Option +1 (571) 317-3129 Access Code: 732-591-877

Question Submission Deadline

May 13, 2019 5:00 PM

Question Response Deadline

May 17, 2019 5:00 PM

Proposal Submission Deadline

Jun 12, 2019 5:00 PM

Contractor Selection Date

Jul 15, 2019

II. SCOPE OF WORK

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.A 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.B 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.C General Delivery Requirements

1. The successful proposer shall perform all deliveries to the various agency locations specified in Exhibit (insert) 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.D 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 Exhibit (insert) 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.E 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 Exhibit C: 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 Exhibit C: 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 Exhibits C and D: 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 (Exhibit H).

II.F 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 Exhibit D 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.G Pricing Submission and Detail

Exhibit E 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 (Exhibit E) Agency Price Sheet. More instructions are included in Exhibit E.

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. Exhibit E 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 Exhibit E. Tab J "Additional Lubricants" within Exhibit E is available to include additional lubricant information.

III. VENDOR QUESTIONNAIRE

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal and a cost proposal.

Detailed guidance on the content and organization of the Proposals can be found in this section. Electronic and hardcopy versions must provide responses to all sections of the RFP.

III.A Maintenance of Electronic Document References and Table of Contents

Proposals should include an itemized list of all electronic documents being provided to SACOG and maintain links to any documents provided on-line through the time of contract award. This should also contain a listing of the major sections in the proposal.

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. The letter must also include a statement acknowledging that the consultant or consulting firm has reviewed and accepted SACOG's Standard Agreement (see attached) with or without qualifications. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

*Response required

III.C Project Understanding*

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

*Response required

III.D Technical Approach*

This should include:

1. A summary of the proposed approach
2. An explanation of the consultant's intended role as related to the role of SACOG
3. A thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and scope of work, with 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.
4. An itemized description of the proposed project schedule (including visits, draft and final deliverables) and the deliverables to be produced

*Response required

III.E 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.

*Response required

III.F Staffing Resource Matrix*

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project.



*Response required

III.G 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.

III.H Consultant and Subcontractor Information

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

1. Firm name;
2. Firm address;
3. Firm's status as a DBE or non-DBE;
4. Age of the firm; and
5. 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.

The consultant may satisfy the requirements of this section by completing and submitting Exhibit "C" (Disadvantaged Business Enterprise Information), which is attached to the SACOG Standard Agreement (Part A). Consultant should also complete and submit the attached Exhibit "10-O1" from Chapter 10 of the Caltrans Local Assistance Procedures Manual. (see Attached)

III.I Consultant Qualifications and Reference*

The proposal must describe the nature and outcome of projects previously conducted by the consultant's key personnel which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's work on closely related projects can also be included with the proposal, if available. Additionally, the proposer must complete the Debarment Certification Form (see Sample Agreement). The proposer must also complete the Levine Act Disclosure Statement (see Sample Agreement).

*Response required

III.J 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. The cost proposal detail shall describe estimated costs (only the total amount is a binding offer) for each professional's time,



for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies.

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

*Response required

III.K 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.

III.L 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.

*Response required

III.M Administrative Fee Acknowledgement*

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

[Click here to go to the form](#)

*Response required

III.N COMPLETE RFP RESPONSE OPTION

If you would prefer to give us one pdf of the entire response, please upload it here.

III.O Can you provide non-emergency deliveries within 24 hours of a request?*

Yes

No

*Response required



III.P What OPIS pricing benchmark do you use? (1) When it is ordered (2) When it is delivered*

*Response required

III.Q Do you have electronic invoice delivery capabilities?*

Yes

No

*Response required

III.R Are you able to provide a daily OPIS electronic update to each customer?*

Yes

No

*Response required

III.S Do you offer early payment discounts? If so, how much and what are the terms?*

*Response required

III.T Are you able to give priority to SACOG Participating Agencies during emergency response situations?

III.U In the case you are not selected as a primary vendor, would you like to be considered as a reserve contractor in the case a fuel supply is not available or during an emergency situation?

Yes

No

IV. EVALUATION PROCESS

IV.A Review Panel

A proposal review panel made up of members of SACOG and department staff from our member cities and counties 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)
1.	Cost Analysis and Justification	0-100 Points	70 70%
2.	Reliability of the Contractor's Fuel Supply Network	0-100 Points	15 15%
3.	Project Management and Business Continuity	0-100 Points	15 15%

VI. SUBMISSION INSTRUCTIONS

VI.A Required Online Registration

Interested parties must register with SACOG's procurement portal, <https://secure.govlist.us/portal/sacog>, and click the "Follow" button on the specific solicitation to receive notifications of any addendums or updates.



VI.B Electronic Copy Delivery Instructions

Please submit in an email, clearly titled "Regional Public Agency Fuel & Lubricants Solicitation", addressed to both Jay Mason and Conor Peterson at the following addresses:

JMason@sacog.org

cpeterson@sacog.org

VI.C Delivery Instructions and Deadlines

Proposals must be received by SACOG's Procurement Officer via **electronic copy AND** the SACOG Bid Sourcing Portal found at <https://www.sacog.org/do-business-us>, as described further. Both electronic copy and portal submission should be received no later than 5:00 pm (PST) on June 11, 2019, via email to Jay Mason at jmason@sacog.org.

VII. TERMS & CONDITIONS

VII.A General Terms of Project

The contract will be an agreement between SACOG and the contractor. SACOG will provide contract administration services. The consultant will invoice Participating Agencies for services rendered and the Participating Agency will compensate the contractor for these services as set forth in the agreement. Funding for the consultant services will be provided by the Participating Agency. The SACOG Board of Directors will award the contract and project deliverables will be reviewed by the SACOG Project Manager.

VII.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.



VII.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.

VII.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.

VII.E RFP Addendum

Any changes to the RFP requirements will be made by written addenda issued by 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.

VII.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.

VII.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.

VII.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. Execution of the contract is expected by September 1st, 2019.

VII.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.

VII.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.

VII.K DBE Obligation

A DBE Contract Goal of 0% has been established for this contract. The proposing consultant must make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract Goal for DBE participation in this contract

The proposing consultant and its subcontractor(s) must agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the consultant and its subcontractor(s) shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The consultant and its subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the contract. See the "How to Respond" section for a listing of DBE information which must be included in each proposal.

VII.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.



VII.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.

VII.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.



PART A

SAMPLE SACOG FEDERAL/FEDERAL-AID CONTRACT TEMPLATE

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
STANDARD AGREEMENT**

THIS AGREEMENT (“Agreement” or “Contract”), is made and entered by and between the SACRAMENTO AREA COUNCIL OF GOVERNMENTS, a joint powers agency (hereinafter “SACOG”), through its duly appointed Chief Executive Officer, and (Vendor Capital Letters), a type of entity (i.e., Corporation, Limited Liability Company, Sole Proprietorship) (hereinafter “Contractor”), at Sacramento, California.

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall complete work in accordance with the Scope of Work, attached hereto as Exhibit “A”, as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
 - a. This Agreement shall go into effect on (start date), contingent upon approval by SACOG, and Contractor shall commence work after notification to proceed by SACOG’s Project Manager. This Agreement shall end on (end date), unless extended by written amendment pursuant to Section 12 below.
 - b. Contractor is advised that any recommendation for contract award is not binding on SACOG until the contract is fully executed and approved by SACOG.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit “A” - Scope of Work. In the event of any inconsistency between Exhibit A and other terms and conditions of this Agreement, Exhibit A shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG’s Chief Executive Officer. Approval shall not be presumed unless such approval is made by SACOG in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration:

a. Payment to Contractor by SACOG shall be made as set forth in Exhibit A. The amount to be paid to Contractor under this Agreement shall not exceed _____ Dollars (\$_____), unless expressly authorized in writing by the SACOG Chief Executive Officer. In no instance shall SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

b. Cost Principles and Administrative Requirements:

(1) Contractor agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.

(2) Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

(3) Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 23 CFR, 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal Regulations, are subject to repayment by Contractor to SACOG.

Disallowed costs must be reimbursed to SACOG within thirty (30) days unless SACOG approves in writing an alternative repayment plan. Should Contractor fail to return disallowed costs to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Contractor from other SACOG contracts.

- (4) Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation (“Caltrans”) Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link:
<http://www.dot.ca.gov/hq/asc/travel/> Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
- (5) Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to SACOG. Contractor shall also provide SACOG with the Caltrans, Local Assistance Procedures Manual, Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System.
- (6) Contractors and subcontractors shall comply with:

23 CFR; Caltrans’ Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>);

Caltrans’ Local Assistance Programs Guidelines (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California

Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.

- (7) All subcontracts in excess of \$25,000 shall contain provisions 5.b(1) through 5.b(6) above.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to SACOG based on services provided and any actual costs incurred. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor invoices shall also comply with all requirements set forth in Subsection b. below including, but not limited to, Subsection b(8). Contractor shall submit written invoices in triplicate to the SACOG as specified in Subsection b(8). Contractor shall be paid as specified in Subsection b. below; however, SACOG, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by SACOG of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
- b. Allowable Costs and Payments: Contractor will be reimbursed for hours worked at the hourly rates specified in Contractor's Cost Proposal attached hereto (Caltrans, Local Assistance Procedures Manual, Exhibit 10-H) ("Cost Proposal") [*If Contractor will be paid on a lump sum, cost plus fixed fee, or cost per unit of work basis, insert alternative language for this section*]. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.
- (1) In addition, Contractor will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order/Scope of Work.
- (2) Specific projects will be assigned to Contractor through issuance of Task Orders/approval of the Scope of Work.
- (a) For any project to be performed under this Agreement, SACOG will prepare a draft Task Order/Scope of Work; less the cost estimate. A draft Task Order/Scope of Work will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate SACOG's Project Representative. The draft Task Order/Scope of Work will be delivered to Contractor for review. Contractor shall return the

draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order/Scope of Work shall be signed by both SACOG and Contractor.

- (b) Task Orders/Scope of Work may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Contractor's Cost Proposal.
- (3) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- (4) When milestone cost estimates are included in the approved Cost Proposal, Contractor shall obtain prior written approval for a revised milestone cost estimate from SACOG's Project Manager before exceeding such estimate.
- (5) Progress payments for each Task Order/Scope of Work will be made monthly in arrears based on services provided and actual costs incurred.
- (6) Contractor shall not commence performance of work or services until this Agreement has been approved by SACOG, and notification to proceed has been issued by SACOG's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (7) No expenditures are authorized on the project and work shall not commence until a Task Order/Scope of Work for the project has been executed by SACOG.
- (8) Contractor will be reimbursed as promptly as fiscal procedures will permit upon receipt by SACOG of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order/Scope of Work. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing, or upon completion of the Task Order/Scope of Work. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order/Scope of Work number. Credits due to SACOG that include any equipment purchased under the provisions of Section 43 of this

Agreement, must be reimbursed by Contractor prior to the expiration or termination of this Agreement. Invoices shall be mailed to SACOG's Project Manager at the address provided in Section 17.

- (9) The period of performance for Task Orders/Scope of Work shall be in accordance with dates specified in the Task Order/Scope of Work. No Task Order/Scope of Work will be written which extends beyond the expiration date of this Agreement.
- (10) The total amount payable by SACOG for an individual Task Order/Scope of Work shall not exceed the amount agreed to in the Task Order/Scope of Work, unless authorized by written amendment.
- (11) If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order/Scope of Work, no payment will be made until the deliverable has been satisfactorily completed.
- (12) Task Orders/Scope of Work may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement.
- (13) All subcontracts in excess of \$25,000 shall contain provisions 6.b(1) through 6.b(12) above.

Optional:

- c. SACOG shall reimburse Contractor for actual expenditures limited to costs for services or purchase of items identified in the line-item budget set forth in Exhibit A - Scope of Work, or approved in writing by SACOG.

7. Independent Contractor: The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. SACOG reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Contractor with the reasons for termination stated in the

notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

- b. SACOG may terminate this Agreement with Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, SACOG may proceed with the work in any manner deemed proper by SACOG. If SACOG terminates this Agreement with Contractor, SACOG shall pay Contractor the sum due to Contractor under this Agreement prior to Contractor's failure to perform, unless the cost of completion to SACOG exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. The maximum amount for which the SACOG shall be liable if this contract is terminated is [*insert total contract NTE amount*] Dollar (\$___).

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SACOG and any subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to SACOG for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from SACOG's obligation to make payments to the Contractor.

- c. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by SACOG's Project Manager, except that which is expressly identified in the approved Cost Proposal.
- d. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by SACOG.
- e. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors, including:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, and "Contract Cost Principles and Procedures."
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit SACOG and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

(6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 31, Disadvantaged Business Enterprise Participation.

f. Any substitution of subcontractors must be approved in writing by SACOG's Project Manager prior to the start of work by the subcontractors.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Contractor shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

[For contracts with "Design Professionals," including architects, landscape architects, professional engineers, or land surveyors, the following language will be used:

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees, from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities arising out of or in any way connected with the performance of this Agreement and arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.]

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY

MINIMUM LIMITS OF LIABILITY

- | | |
|--|---|
| (1) Workers' Compensation; Employer's Liability. | Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability. |
| (2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto). | Bodily Injury/Property Damage \$1,000,000 each accident. |
| (3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001). | \$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG). | \$1,000,000 per claim. |

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, the Contractor's insurance coverage shall be the primary insurance with respect to SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of the Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior

written notice by certified mail, return receipt requested, has been given to SACOG.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by SACOG.
 - d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
 - e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
 - f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Retention of Records and Audit Procedures:
- a. SACOG or its designee, including but not limited to any State or Federal agency, shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to

compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code 8546.7.

- b. If so directed by SACOG upon expiration of this Agreement, the Contractor shall cause all Records to be delivered to SACOG as depository.
- c. Contractor and its subcontractors agree to cooperate with the State and SACOG by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available at all reasonable times during the term of this Agreement and for three (3) years from the date of submission of the final expenditure report by the State to FHWA.
- d. For the purpose of determining compliance with Public Contract Code 10115, *et seq.*, and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.*, (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Contractor, subcontractors, and SACOG shall maintain and make available for inspection all Records, and other evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the Agreement.
 - (1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The State, State Auditor, SACOG, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 - (2) Subcontracts in excess of \$25,000 shall contain this entire Section 16.
- e. Audit Review Procedures:
 - (1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by SACOG's Chief Executive Officer.
 - (2) Not later than 30 days after issuance of the final audit report, Contractor may request a review by SACOG's Chief Executive Officer of unresolved

audit issues. The Contractor's request for review will be submitted in writing.

- (3) Neither the pendency of a dispute nor its consideration by SACOG will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.
- (4) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Contractor and approved by SACOG to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SACOG at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

17. Project Managers: SACOG's Project Manager for this Agreement is _____ unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Project Manager, Working Title
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 340-6____
Email: _____@sacog.org

Contractor's Project Manager for this Agreement is Vendor Project Manager. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice

pursuant to Section 8 (a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Name, Title
Address
Phone Number
E-mail Address:

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 *et*

seq.), and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status, and shall comply with the obligations of the “Administering Agency, as set forth in Exhibit F, “Fair Employment Practices Addendum” and Exhibit G, “Non-Discrimination Assurances” attached hereto and incorporated herein by this reference. Contractor and its subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its

subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Administrative Code, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
- (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

26. Debarment, Suspension, and Other Responsibilities: Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.
- e. Contractor shall complete the Debarment Certification Form, attached hereto as Exhibit B.

27. Conflicts of Interest:

- a. Contractor shall disclose any financial, business, or other relationship with SACOG that may have an impact upon the outcome of this Agreement, or any ensuing SACOG construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing SACOG construction project, which will follow.
- b. Contractor hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Contractor shall immediately notify SACOG of any and all potential violations of this Section upon becoming aware of the potential violation.
- d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

28. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

30. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Contractor certifies, to the best of his or her knowledge or belief, that:
- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

31. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as Exhibit "C," as well as Exhibit 10-02

from the Caltrans Local Assistance Procedures Manual, so that SACOG may compile statistics for Federal reporting purposes.

- a. Non-Discrimination: Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate. Each subcontract signed by Contractor in the performance of this Agreement must include this nondiscrimination clause.
- b. Prompt Payments to DBE and Non-DBE Subcontractors:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from SACOG. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SACOG. This clause applies to both DBE and non-DBE subcontracts.
 - (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SACOG. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by SACOG. If SACOG makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, SACOG shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as SACOG deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.
 - (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late

payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

- c. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
 - (1) Contractor shall not terminate a listed DBE subcontractor unless Contractor has received prior written authorization from SACOG's Project Manager. SACOG's Project Manager will authorize termination only if the Project Manager determines that Contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting SACOG's authorization to terminate and/or substitute a DBE subcontractor, Contractor shall give notice in writing to the DBE subcontractor, with a copy to SACOG, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why SACOG should not approve the Contractor's action. SACOG may, in instances of public necessity, approve a response period shorter than five days.
 - (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of SACOG written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Contractor. Contractor's failure to comply with any requirement of this Section is a material breach of this Agreement, which may

result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

32. Campaign Contribution Disclosure: Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "D."

33. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

34. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

35. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

36. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

37. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

38. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

39. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property

produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.

- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Contractor shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

40. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

41. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as Exhibit "E", in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

42. Rebates, Kickbacks, or Other Unlawful Consideration: Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

43. Equipment Purchase:

- a. Prior authorization in writing, by SACOG's Project Manager shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by SACOG's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- c. Any equipment purchased as a result of this contract is subject to the following: “Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SACOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit SACOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SACOG procedures, and credit SACOG in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SACOG and Contractor, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SACOG.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

44. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

45. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 (“Clean Air requirements”). Contractor agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also

agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

46. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and Chief Operating Officer. This Committee may consider the written information or additional verbal information submitted by Contractor at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Contractor disputes the Committee's determination, Contractor may request review by SACOG's Chief Executive Officer of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Contractor's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Contractor from full and timely performance in accordance with this Agreement.

47. Confidentiality of Data:

- a. All financial, statistical, personal, technical, or other data and information relative to SACOG's operations, which are designated confidential by SACOG and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- b. Permission to disclose information on one occasion, or public hearing held by SACOG relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.
- c. Contractor shall not comment publicly to the press or any other media regarding this Agreement or SACOG's actions on the same, except to SACOG's staff, Contractor's own personnel involved in the performance of this contract, or in response to questions from a Legislative committee.
- d. Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by SACOG, and receipt of SACOG'S written permission.
- e. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.
- f. All information related to cost estimates is confidential, and shall not be disclosed by Contractor to any entity other than SACOG.

48. Evaluation of Contractor Performance: Contractor's performance may be evaluated by SACOG. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the contract file.

49. Funding Requirements:

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- b. This Agreement is valid and enforceable only, if sufficient funds are made available to SACOG for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or SACOG's governing Board

that may affect the provisions, terms, or funding of this Agreement in any manner.

- c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- d. SACOG has the option to void the contract under the 30-day termination clause pursuant to Section 8 of this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

50. United States-flag Vessels: Per 46 CFR 381, Use of United States-flag vessels, the contractor agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- b. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

JAMES CORLESS
Chief Executive Officer

APPROVED AS TO FORM:

KIRK E. TROST
General Counsel to SACOG

CONTRACTOR COMPANY:

Print Name
Title

EXHIBIT A

Scope of Work

(Include detailed description of tasks to be performed and timing)

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a "not to exceed" figure)

EXHIBIT B
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT C

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Sacramento Area Council of Governments (SACOG), the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE Participation Information

(Awardee must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 2)

_____ Option #1 - No Certified DBE participation proposed for this contract.

_____ Option #2 - It is proposed that the following DBE(s) be used on this contract:
(Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one): Less than \$500,000
 \$500,000-\$1 million Age of Firm
 \$1 million-\$2 million
 \$2 million-\$5 million
 Over \$5 million

Majority Owner Gender: Male / Female

Race/Ethnicity: Asian Pacific Caucasian Other _____
 Asian Subcontinent Hispanic
 Black Native American

Capacity of DBE (e.g., contractor, subcontractor,
vendor)

\$ Amount DBE Participation

Description of services or materials to be provided by DBE

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one): Less than \$500,000
 \$500,000-\$1 million Age of Firm
 \$1 million-\$2 million
 \$2 million-\$5 million
 Over \$5 million

Majority Owner Gender: Male / Female

Race/Ethnicity: Asian Pacific Caucasian Other _____
 Asian Subcontinent Hispanic
 Black Native American

Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

\$ Amount DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

Name of Contractor, if different than signatory

EXHIBIT D
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are: check for latest list

Jason Banks	Robert Jankovitz	Don Saylor
John Buckland	Paul Joiner	Phil Serna
Christopher Cabaldon	Patrick Kennedy	Jeff Slowey
John Clerici	Steve Miklos	Matt Spokely
Mark Crews	Pierre Neu	Tom Stallard
Kim Douglass	Tim Onderko	Darrel Steinberg
Jack Duran	Susan Peter	Darren Suen
Dan Flores	Susan Rohan	Andy Vasquez, Jr.
Lucas Frerichs	Ricky Samayoa	Rick West
Greg Janda	David Sander	Amarjeet Benipal

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) **"License, permit, or other entitlement for use"** means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

EXHIBIT E

County of Sacramento
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

1	INSTRUCTIONS	Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (1099) and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.
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2	Check the boxes that apply to Sacramento County's payments to you
PAYMENT TYPE	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Rents/Leases <input type="checkbox"/> Other

3	PAYEE INFORMATION	NAME (as shown on your income tax return) TRADE NAME OR DBA (if different from line 1) MAILING ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code) PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code)
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4	PAYEE ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP (FEIN) <input type="checkbox"/> ESTATE OR TRUST (FEIN) LIMITED LIABILITY COMPANIES (LLC): <input type="checkbox"/> CORPORATION (FEIN) <input type="checkbox"/> PARTNERSHIP (FEIN) <input type="checkbox"/> SOLE PROPRIETORSHIP (SSN) <input type="checkbox"/> GOVERNMENT ENTITIES – Federal, State, and Local (including School Districts) <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR (MUST PROVIDE SSN) NOTE: SSN is mandatory of all Individuals/Sole Proprietors by authority of CA. Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.6	CORPORATION (FEIN) (MARK ONLY ONE TYPE): <input type="checkbox"/> MEDICAL (e.g. dentistry, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g. attorney services) <input type="checkbox"/> EXEMPT (nonprofit) Exempt payee code if any _____ (see next page) <input type="checkbox"/> ALL OTHERS
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CHECK ONE BOX ONLY

TIN	Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals or sole proprietorship, this is your social security number (SSN). FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) [] [] [] - [] [] [] [] [] [] [] [] [] [] [] [] SOCIAL SECURITY NUMBER OF OWNER OWNER'S FULL NAME (Print) [] [] [] - [] [] - [] [] [] [] [] [] [] [] [] [] [] [] _____ First Middle Initial Last
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5	PAYEE RESIDENCY STATUS	<input type="checkbox"/> California Resident – Qualified to do business in California or maintains a permanent place of business in California. If California Resident and P.O. Box provided in "3" above, provide physical California address: <input type="checkbox"/> California Nonresident – Payments to nonresidents for services may be subject to State income tax withholding. (See Nonresident Withholding on next page) <input type="checkbox"/> No Services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. CALIFORNIA SELLER'S PERMIT NUMBER – If applicable []	NOTE: (SEE NEXT PAGE)
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6	CERTIFYING SIGNATURE	Under penalty of perjury, I certify that: 1. The name shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Exemption from FATCA reporting code (if any) _____ (see next page).
		AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print) E-MAIL ADDRESS
		SIGNATURE OF U.S. PERSON DATE TELEPHONE NUMBER

County of Sacramento

County of Sacramento
Payor Data Record
(REV November 2013)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call.....1-800-822-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

INSERT VENDOR'S EXHIBIT 10-H - COST PROPOSAL
(See Proposal)

INSERT VENDORS

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM (See Proposal)

(IF A&E CONTRACT OVER \$150K, SEND COPY TO CALTRANS A&I)

EXHIBIT F

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or hereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY'S breach of this Agreement.

EXHIBIT G

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C:

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration of its DBE Program or the requirement; of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT G

During the performance of this Agreement ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

- (1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS) which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts or other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT G

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns

(1) that no person shall on the grounds of race, color sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT G

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX D TO EXHIBIT G

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with the Regulations.

(include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

EXHIBIT B – PARTICIPATING AGENCIES

#	Agency	#	Agency
1	City of Davis	20	County of Yolo
2	City of Elk Grove	21	County of Yuba
3	City of Folsom	22	Elk Grove Unified School District
4	City of Galt	23	Los Rios Community College District
5	City of Lincoln	24	North Tahoe Public Utilities
6	City of Placerville	25	Placer County Water Agency
7	City of Rocklin	26	Sacramento Metropolitan Fire District
8	City of Roseville	27	Sacramento Regional County Sanitation District
9	City of Sacramento	28	Sacramento State University
10	City of Vacaville	29	San Joaquin County
11	City of Wheatland	30	San Juan Unified School District
12	City of Yuba City	31	San Juan Water District
13	County of Amador	32	Sierra College
14	County of Butte	33	SMUD
15	County of El Dorado	34	South Sutter Water District
16	County of Nevada	35	SRCSD
17	County of Placer	37	Town of Truckee
18	County of Sacramento	36	UC Davis
19	County of Sutter	38	Yuba-Sutter Transit Authority

**EXHIBIT C - PARTICIPATING AGENCY FUEL TANK SIZES AND DELIVERY
LOCATIONS – BULK AUTOMOTIVE FUEL PRODUCTS**

1. County of Sacramento

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Bradshaw 9661 Conservation Road Sacramento, CA 95827	Diesel Unleaded	Two (2) ea. – 12,000 gallons (BG) ² One (1) ea. – 20,000 gallons (BG) ²
North Area Transfer Station 4450 Roseville Road North Highlands, CA 95660	Diesel Unleaded LNG	One (1) ea. – 20,000 gallons (BG) ² One (1) ea. – 6,000 gallons (BG) ² One (1) ea. – 16,400 gallons (AG) ¹
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842	Diesel Unleaded Propane 5W/30 & 10W- Virgin	One (1) ea. – 10,000 gallons (BG) ² One (1) ea. – 12,000 gallons (BG) ² XXX (#) ea. – #,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹
Kiefer Landfill 12701 Kiefer Blvd. Sacramento, CA 95683	Unleaded	One (1) ea. – 2,500 gallons (AG) ¹
Regional Treatment Plant (SRWTP) 8521 Laguna Station Road Elk Grove, CA 95758	Diesel Unleaded	One (1) ea. – 4,000 gallons (AG) ¹ Two (2) ea. – 4,000 gallons (AG) ¹
Downtown Garage 725 7th Street Sacramento, CA 95814	Unleaded	One (1) ea. – 20,000 gallons (BG) ²
North Garage 5510 Garfield Avenue Sacramento, CA 95841	Unleaded	One (1) ea. – 6,000 gallons (BG) ² One (1) ea. – 15,000 gallons (BG) ²
South Garage 9250 Bond Road Elk Grove, CA 95624	Unleaded	Two (2) ea. – 10,000 gallons (BG) ²
Florin Garage 7000 65th Street, Suite B Sacramento, CA 95823	Unleaded	One (1) ea. – 6,000 gallons (AG) ¹
Vineyard Surface Water Treatment Plant 10151 Florin Road Sacramento, CA 95829	Diesel Unleaded	One (1) ea. – 2,000 gallons (AG) ¹ One (1) ea. – 4,000 gallons (AG) ¹
Rio Cosumnes Correctional Center (RCCC) 12500 Bruceville Road Elk Grove, CA 95757	Diesel	One (1) ea. – 6,000 gallons (BG) ² One (1) ea. – 15,000 gallons (BG) ²
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Renewable Diesel Unleaded CNG LNG Propane 5W/30 Oil	500,000 gallons 1,016,000 gallons 300,000 gallons 1,100,000 gallons 23,000 gallons 58 barrels

	10W-Virgin	114 barrels
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2. County of Placer

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Lincoln Corp. Yard 401 Oak Tree Lane, Lincoln	Diesel Unleaded	Two (2) ea. – 1,000 gallons (AG) ¹ Two (2) ea. – 1,000 gallons (AG) ¹
County Service Station 11448 F Ave., Auburn	Diesel Unleaded	One (1) ea. – 8,000 gallons (AG) ¹ Two (2) ea. – 8,000 gallons (AG) ¹
Foresthill Yard 22700 Foresthill Road, Foresthill	Diesel Unleaded	Two (2) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 1,000 gallons (AG) ¹
Colfax Corp. Yard 1133 South Auburn Road, Colfax	Diesel Unleaded	Two (2) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 1,000 gallons (AG) ¹
Tahoe Corp. Yard 2501 North Lake Blvd., Tahoe City	Diesel	Two (2) ea. – 3,000 gallons (AG) ¹
Truckee Service Station 910 Cabin Creek Road, Truckee	Diesel	One (1) ea. – 4,000 gallons (AG) ¹
SMD #1 11755 Joeger Road, Auburn	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Truckee Road Yard 745 Cabin Creek Road, Truckee	Diesel	One (1) ea. – 6,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	292,000 gallons 450,000 gallons

3. City of Sacramento

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	Diesel Unleaded Propane LNG	One (1) ea. – 15,000 gallons (AG) ¹ One (1) ea. – 2,000 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 3,000 gallons (AG) ¹
Meadowview Fleet Service 2812 Meadowview Road, Sacramento (95832)	Diesel Unleaded Propane LNG	Two (2) ea. – 12,000 gallons (BG) ² One (1) ea. – 12,000 gallons (BG) ² One (1) ea. – 500 gallons (AG) ¹ Four (2) ea. – 6,000 gallons (AG) ¹
South Corp. Yard 5730 24 th Street Bldg. 1, Sacramento (95822)	Diesel Unleaded Propane Oil (15-40)	One (1) ea. – 12,000 gallons (BG) ² Two (2) ea. – 12,000 gallons (BG) ² One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 100 gallons (N/A)
Kinney Police Facility 3550 Marysville Blvd., Sacramento (95838)	Diesel Unleaded E85	One (1) ea. – 12,000 gallons (BG) ² One (1) ea. – 12,000 gallons (BG) ² One (1) ea. – 5,000 gallons (AG) ¹

Rooney Police Substation 5303 Franklin Blvd., Sacramento (95820)	Unleaded E85	Two (2) ea. – 12,000 gallons (BG) ² One (1) ea. – 3,000 gallons (AG) ¹
Sutters Landing 28 th and A Street, Sacramento (95816)	Diesel Unleaded	One (1) ea. – 4,000 gallons (AG) ¹ One (1) ea. – 2,000 gallons (AG) ¹
Engine House No. 1 624 Q Street, Sacramento (95811)	Diesel	One (1) ea. – 900 gallons (AG) ¹
Richards Police Facility 300 Richards Blvd., Sacramento (95811)	Unleaded E85	One (1) ea. – 8,000 gallons (AG) ¹ One (1) ea. – 4,000 gallons (AG) ¹
Sacramento Marina 270 Marina View Drive Sacramento (95818)	Unleaded E85	One (1) ea. – 15,000 gallons (BG) ² One (1) ea. – 4,000 gallons (AG) ¹
Engine House No. 2 1229 I Street, Sacramento (95814)	Diesel Unleaded	One (1) ea. – 1,000 gallons (AG) ¹
Engine House No. 3 7208 W. Elkhorn Blvd., Sacramento (95837)	Diesel Unleaded	One (1) ea. – 900 gallons (AG) ¹
Water Dept. 35 th Ave. Parking 1395 35 th Ave., Sacramento (95822)	Diesel Unleaded	XXX (#) ea. – #,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹
Sacramento Water Treatment Plant 1 Water Street, Sacramento, CA 95811	Diesel	One (1) ea. – 6,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Renewable Diesel Unleaded Ethanol E-85 LNG Propane	560,000 gallons 1,700,000 gallons 50,000 gallons 1,500,000 gallons 15,000 gallons

4. County of San Joaquin

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Public Works 1810 E Hazelton Ave Stockton, (95205)	Diesel RD Unleaded REG	One (1) ea. 15,000 gallons (BG) One (1) ea. 15,000 gallons (BG)
Downtown Garage 121 N San Joaquin St Stockton, (95202)	Unleaded REG	One (1) ea. 10,000 gallons (BG)
Stockton Airport 7422 S Lindbergh Stockton, (95206)	Diesel RD Diesel RD Unleaded REG	One (1) ea. 1,000 gallons (AG) One (1) ea. 500 gallons (AG) One (1) ea. 500 gallons (AG)
SJ General Hospital Parks South 500 W Hospital Dr, French Camp, (95231)	Diesel RD Unleaded REG	One (1) ea. 500 gallons (AG) One (1) ea. 500 gallons (AG)
Ag Center 2101 E Earhart Ave, Stockton, (95206)	Diesel RD Unleaded REG	One (1) ea. 2,000 gallons (AG) One (1) ea. 6,000 gallons (AG)
Sheriff Operations 7000 Michael Canlis Blvd, French Camp, (95231)	Diesel RD Unleaded REG	One (1) ea. 6,000 gallons (BG) One (1) ea. 25,000 gallons (BG)
SJ General Hospital 500 W Hospital Dr, French Camp, (95231)	Unleaded REG Unleaded REG	One (1) ea. 2,000 gallons (AG) One (1) ea. 2,000 gallons (AG)

Micke Grove Park 11793 N Micke Grove Rd, Lodi, (95240)	Diesel RD Unleaded REG Unleaded MID	One (1) ea. 500 gallons (AG) One (1) ea. 500 gallons (AG) One (1) ea. 225 gallons (AG)
Oak Grove Park 4520 W 8 Mile Rd, Stockton, (95209)	Diesel RD Unleaded REG Unleaded MID	One (1) ea. 500 gallons (AG) One (1) ea. 1000 gallons (AG) One (1) ea. 500 gallons (AG)
Lovelace Transfer Station 2323 E. Lovelace Road, Manteca, (95336)	Diesel RD	One (1) ea. 10,000 gallons (AG)
North County Landfill 17916 E. Harney Lane, Lodi, (95240)	Diesel RD	One (1) ea. 6,000 gallons (AG)
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel RD Unleaded	475,000 gallons 600,000 gallons

5. County of Butte

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Public Works Corp. Yard 9 County Center Drive, Oroville (95965)	Diesel	One (1) ea. – 8,000 gallons (AG) ¹
Neal Road Landfill 1023 Neal Road, Paradise (95969)	Diesel Unleaded	XXX (#) ea. – #,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹
Paradise Public Works Yard 5912 Almond Street, Paradise (95969)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	147,100 gallons 149,100 gallons

6. SMUD

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Mobile Fuel Truck, ECOC 4401 Bradshaw Road Sacramento, CA 95827	Unleaded Diesel	XXX (#) ea. – #,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹
U.S. Highway 40, Approximately 4 Miles East of Pollock Pines, Pollock Pines, CA 95726	Unleaded Diesel	XXX (#) ea. – #,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹
74444 Ice House Road Riverton, CA 95726	Unleaded Diesel	XXX (#) ea. – #,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded Renewable Diesel E85	420,000 gallons 170,000 gallons 50,000 gallons 100,000 gallons

7. Town of Truckee

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
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Tahoe/Donner Yard 14528 Northwoods Blvd., Truckee (96161)	Diesel	One (1) ea. – 6,000 gallons (AG) ¹
Corp. Yard #1 10720 Riverview Dr., Truckee (96161)	Diesel Unleaded	Two (2) ea. – 3,000 gallons (AG) ¹ One (1) ea. – 2,000 gallons (AG) ¹
Public Service Center - Corp. Yard #2 10969 Stevens Lane, Truckee (96161)	Diesel Unleaded	Two (2) ea. – 7,000 gallons (AG) ¹ One (1) ea. – 6,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	120,000 gallons 10,000 gallons

8. Elk Grove Unified School District

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
8421 Gerber Rd, Sacramento, (95828)	Diesel	Three (3) ea. – 10,000 gallons (BG) ¹
8800 Elk Grove Blvd, Elk Grove, (95624)	Diesel Diesel	One (1) ea. – 10,000 gallons (BG) ¹ One (1) ea. – 5,000 gallons (BG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel CNG Propane	390,000 gallons 137,000 gallons 35,000 gallons

9. South Sutter Water District

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Fuel Tank Station 2464 Pacific Avenue, Trowbridge (95659)	Diesel Red-Dyed	One (1) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Unleaded #2 Red-Dyed Diesel	9,000 gallons 4,300 gallons

10. City of Rocklin

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Rocklin Corp. Yard 4081 Alvis Ct., Rocklin (95677)	Diesel Unleaded	One (1) ea. – 12,000 gallons (AG) ¹ One (1) ea. – 12,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	10,000 gallons 106,000 gallons

11. City of Roseville

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
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Corporate Yard 2005 Hilltop Circle, Roseville (95747)	Diesel Unleaded	One (1) ea. – 10,000 gallons (BG) ² One (1) ea. – 10,000 gallons (BG) ²
Golf Course Maintenance Yard Diamond Oaks Golf Course 349 Diamond Oaks Rd., Roseville	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
Water Treatment Plant 9342 Barton Road, Roseville	Diesel	One (1) ea. – 300 gallons (AG) ¹ One (1) ea. – 50 gallons (AG) ¹
Dry Creek Wastewater Treatment Plant Booth Road, Roseville	Diesel	Two (2) ea. – 500 gallons (AG) ¹ One (1) ea. – 10,000 gallons (BG) ²
Roseville Fire Station No. 1 80 Lincoln St., Roseville	Diesel	One (1) ea. – 500 gallons (AG) ¹
Roseville Fire Station No. 2 1398 Junction Blvd., Roseville	Diesel	One (1) ea. – 500 gallons (AG) ¹
Roseville Fire Station No. 3 1300 Cirby Way, Roseville	Diesel	One (1) ea. – 500 gallons (AG) ¹
Roseville Fire Station No. 4 1900 Eureka Road, Roseville	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Roseville Fire Station No. 5 1565 Pleasant Grove, Roseville	Diesel	One (1) ea. – 500 gallons (AG) ¹
Roseville Fire Station No. 6 1430 E. Roseville Pkwy., Roseville	Diesel	One (1) ea. – 500 gallons (AG) ¹
Roseville Fire Station No. 7 911 Highland Point Drive, Roseville	Diesel	One (1) ea. – 500 gallons (AG) ¹
Roseville Fire Station No. 9 2451 Hayden Parkway Roseville	Diesel	One (1) ea. – 500 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded #2 Red-Dyed Diesel	503,000 gallons 335,000 gallons 1,500 gallons

12. City of Folsom

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	Diesel Unleaded	One (1) ea. – 2,000 gallons (AG) ¹ One (1) ea. – 4,000 gallons (AG) ¹
Fire Department #35 (2 Section Tank) 535 Glenn Drive, Folsom (95630)	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	210,000 gallons 121,000 gallons

13. Sacramento Metropolitan Fire District

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
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Fleet 4425 Dudley Blvd. McClellan, CA (95652)	Diesel Unleaded	One (1) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 1,000 gallons (AG) ¹
Logistics 3012 Gold Canal Dr Rancho Cordova, CA (95670)	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
Station 21 7641 Greenback Ln Citrus Heights CA (95610)	Diesel Unleaded	One (1) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 1,000 gallons (AG) ¹
Station 22 6248 Nut Ave Orangevale, CA (95662)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Station 23 6421 Greenback Lane Citrus Heights, CA (95621)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Station 25 7352 Roseville Rd. Sacramento, CA (95842)	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
Station 26 8000 Palmerson Drive Antelope, CA (95842)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Station 29 8681 Greenback Ln Orangevale, CA (95662)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Station 32 8890 Roediger Lane Fair Oaks, CA (95628)	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
Station 41 6900 Thomas Dr N Highlands, CA (95660)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Station 50 8880 Gerber Rd Sacramento, CA (95828)	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
Station 55 7776 Excelsior Road Sacramento, CA (95829)	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
Station 58 7250 Sloughouse Rd Elk Grove, CA	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
Station 65 11201 Coloma Rd Rancho Cordova, CA (95670)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Station 66 3180 Kilgore Rd Rancho Cordova, CA (95670)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
Station 106 2200 Park Towne Circle Sacramento, CA (95825)	Diesel Unleaded	One (1) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 1,000 gallons (AG) ¹
Station 109 5634 Robertson Ave Carmichael, CA (95608)	Diesel Unleaded	One (1) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 1,000 gallons (AG) ¹
Station 111 6609 Rio Linda Blvd Rio Linda, CA (95673)	Diesel Unleaded	One (1) ea. – 500 gallons (AG) ¹ One (1) ea. – 500 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	260,000 gallons 50,000 gallons

14. City of Galt

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Corp. Yard Annex 550 Elm Avenue, Galt (95632)	Diesel Unleaded	One (1) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 2,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Unleaded Diesel	105,000 gallons 5,000 gallons

15. Sacramento Regional Wastewater Treatment Plant

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
SRCSD 8521 Laguna Station Rd., Elk Grove (95758)	#2 Red-Dyed Diesel Diesel Unleaded	One (1) ea. – 4,500 gallons (AG) ¹ One (1) ea. – 3,600 gallons (AG) ¹ One (1) ea. – 3,600 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded #2 Red-Dyed Diesel	7,500 gallons 48,400 gallons 60,000 gallons

16. Los Rios Community College District

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
American River College 4700 College Oak Dr., Sacramento (95841)	Diesel Unleaded	One (1) ea. – 250 gallons (AG) ¹ One (1) ea. – 2,000 gallons (BG) ²
Cosumnes River College 8401 Center Pkwy, Sacramento (95823)	Diesel Unleaded	One (1) ea. – 250 gallons (AG) ¹ One (1) ea. – 2,000 gallons (BG) ²
Sacramento City College 3835 Freeport Blvd., Sacramento (95822)	Diesel Unleaded	One (1) ea. – 250 gallons (AG) ¹ One (1) ea. – 2,000 gallons (BG) ²
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	2,800 gallons 30,000 gallons

17. San Juan Water District

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Corp. Yard 9935 Auburn Folsom Rd., Granite Bay (95746)	Unleaded Diesel Propane	One (1) ea. – 4,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹ XXX (#) ea. – #,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded Propane	750 gallons 17,000 gallons 20 gallons

18. Yuba-Sutter Transit Authority

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
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Corp. Yard 2100 B Street, Marysville (95901)	#2 Red-Dyed Diesel	One (1) ea. – 12,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	#2 Red-Dyed Diesel	280,000 gallons

19. City of Davis

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
Fuel Facility 1717 Fifth St., Davis (95616)	Diesel Unleaded	One (1) ea. – 2,500 gallons (BG) ² Two (2) ea. – 10,000 gallons (BG) ²
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	23,000 gallons 98,000 gallons

20. University of California Davis

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
University of California, Davis One Shields Avenue Davis, CA (95616)	Diesel Unleaded	Two (2) ea. – 10,000 gallons (BG) ¹ One (1) ea. – 12,000 gallons (BG) ¹
UCD Fleet Services – Lot 49 740 LaRue Davis, CA 95616	Diesel Unleaded	(BG) (BG)
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Renewable Diesel Unleaded	100,000 gallons 300,000 gallons

21. City of Yuba City (purchases Cardlock as well)

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
1185 Market Street Yuba City, (95991)	Diesel Unleaded	One (1) ea. – 750 gallons (AG) ¹ One (1) ea. – 250 gallons (AG) ¹
701 Northgate Drive Yuba City, (95991)	Diesel Unleaded	One (1) ea. – 750 gallons (AG) ¹ One (1) ea. – 250 gallons (AG) ¹
302 Burns Drive Yuba City, (95991)	Diesel Unleaded	One (1) ea. – 750 gallons (AG) ¹ One (1) ea. – 250 gallons (AG) ¹
824 Clark Avenue Yuba City, (95991)	Diesel Unleaded	One (1) ea. – 750 gallons (AG) ¹ One (1) ea. – 250 gallons (AG) ¹
795 Lincoln Road Yuba City, (95991)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
150 Ohleyer Road Yuba City, (95993)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹
2855 Butte House Road Yuba City, (95993)	Diesel	One (1) ea. – 1,000 gallons (AG) ¹

<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	5,000 gallons 5,000 gallons
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22. City of Placerville (purchases Cardlock as well)

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
City Corporation Yard 2300 Cool Water Creek Rd Placerville, (95667)	Diesel	One (1) ea. – 500 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel	4,400 gallons

23. North Tahoe Public Utilities District

<u>Location</u>	<u>Product</u>	<u>Size & Number of Tanks</u>
North Tahoe PUD 875 National Ave Tahoe Vista, (96148)	Diesel Unleaded	One (1) ea. – 1,000 gallons (AG) ¹ One (1) ea. – 1,000 gallons (AG) ¹
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>	Diesel Unleaded	11,000 gallons 16,000 gallons

**EXHIBIT D - PARTICIPATING AGENCY FUEL TANK SIZES AND DELIVERY
LOCATIONS – COMMERCIAL CARDLOCK AUTOMOTIVE FUELS**

1. County of Sutter

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL USAGE:</u>		270 Total Cards
	Diesel	4,400 Gallons
	Unleaded	120,550 Gallons

2. County of Yolo

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>		385 Total Cards
	Unleaded	17,500 Gallons
	Diesel	4,000 Gallons

3. County of Yuba

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>		75 Total Cards
	Unleaded	789 Gallons
	Diesel	22,173 Gallons

4. County of El Dorado

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>		600 Total Cards
	Unleaded	180,000 gallons
	Diesel	250,000 gallons
	Propane	100,000 gallons

5. County of Sacramento

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
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<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>	Diesel	5 Total Cards 31,000 Gallons
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6. County of Nevada

<u>Location</u>	<u>Product</u>	<u>Number of Fueling Cards and Annual Purchasing</u>
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>	Unleaded Diesel	100 Equip Cards 265 Fueling Cards 166,000 Gallons 81,000 Gallons

7. County of Amador

<u>Location</u>	<u>Product</u>	<u>Number of Fueling Cards and Annual Purchasing</u>
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>	Unleaded Diesel	200 Total Cards 81,000 Gallons 23,000 Gallons

8. SMUD

<u>Location</u>	<u>Product</u>	<u>Number of Fueling Cards and Annual Purchasing</u>
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>	Unleaded Diesel E85	200 Total Cards 210,000 Gallons 60,000 Gallons 100,000 Gallons

9. Town of Loomis

<u>Location</u>	<u>Product</u>	<u>Number of Fueling Cards and Annual Purchasing</u>
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>	Diesel Unleaded #2 Red-Dyed Diesel	35 3,000 Gallons 5,000 Gallons 2,000 Gallons

10. City of Woodland

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>	Vehicle Cards Equipment Cards	214 Cards 52 Card
	Diesel Unleaded #2 Red-Dyed Diesel	20,000 Gallons 80,000 Gallons 20,000 Gallons

11. City of Lincoln

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>		160 Cards
	Diesel Unleaded	40,000 Gallons 30,000 Gallons

12. City of Yuba City

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>		300 Cards
	Diesel Unleaded	10,000 Gallons 60,000 Gallons

13. City of Placerville

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>		49 Cards
	Unleaded	26,500 Gallons

14. San Juan Unified School District

<u>Location</u>	<u>Product</u>	Number of Fueling Cards and Annual Purchasing
<u>TOTAL ESTIMATED ANNUAL CARDLOCK USAGE:</u>		159 Cards
	Unleaded Diesel	30,000 Gallons 200,000 Gallons

SACOG
BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBIDDED DAILY PUMP AVERAGE PRICE REPORTED BY OPS FROM APRIL 24, 2019	BIDDERS MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimate Price Per Gallon	EXT PRICE
City of Roseville		335,000					\$ -	\$ -
Bobtail Differential - City of Roseville Locations		33,500					\$ -	\$ -
Corporate Yard - 3005 Hilltop Circle, Roseville (95747)	One - 10,000 (BG)							
Golf Course Maintenance Yard	One - 500 (JAG)							
Diamond Oaks Golf Course 349 Diamond Oaks Rd., Roseville								
Police/Fire Departments - 401 Oak Street, Roseville	One - 1,000 (JAG)							
City of Rocklin		105,600					\$ -	\$ -
Bobtail Differential - Rocklin Locations		10,560					\$ -	\$ -
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	One - 12,000 (JAG)							
City of Folsom		121,000					\$ -	\$ -
Bobtail Differential - Folsom Locations		12,100					\$ -	\$ -
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	One - 4,000 (JAG)							
Fire Department #35 (2 Section Tank) 535 Glenn Drive, Folsom (95630)	One - 500 (JAG)							
SMUD		170,000					\$ -	\$ -
Bobtail Differential - SMUD Locations		17,000					\$ -	\$ -
U.S. Highway #0 Folsom Pines, CA 95725	One - 6,000 (BG)							
County of San Joaquin		600,000					\$ -	\$ -
Bobtail Differential - San Joaquin Locations		60,000					\$ -	\$ -
Public Works - 1810 E Hazleton Ave, Stockton, (95205)	One - 15,000 (BG)							
Sheriff - 7000 Michael N Canlis Blvd, French Camp, (95231)	One - 25,000 (BG)							
DownTown Garage - 121 N San Joaquin St., Stockton, (95202)	One - 10,000 (BG)							
Stockton Airport - 7422 S Leebomph, Stockton, (95206)	One - 500 (JAG)							
Ag Center - 2101 E Earhart Ave, Stockton, (95206)	One - 6,000 (JAG)							
SJ General Hospital - 500 W Hospital Dr, French Camp, (95231)	One - 500 (JAG)							
Muckle Grove Park - 11793 N Juicie Grove Rd, Lodi, (95240)	One - 500 (JAG)							
Oak Grove Park - 4520 W 8 Millie Rd, Stockton, (95209)	One - 1,000 (JAG)							
City of Galt		105,000					\$ -	\$ -
Bobtail Differential - Galt Locations		10,500					\$ -	\$ -
Corp. Yard Annex - 550 Elm Avenue, Galt (95632)	One - 2,000 (JAG)							
County of Butte		149,100					\$ -	\$ -
Bobtail Differential - County of Butte Locations		14,910					\$ -	\$ -
Recall Road Landfill - 1023 Neal Road, Paradise (95969)								
City of Sacramento		1,700,000					\$ -	\$ -
Bobtail Differential - City of Sacramento Locations		170,000					\$ -	\$ -
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	One - 1,000 (JAG)							
Midtown Fleet Service - 2812 Meadowview Road, Sacramento (95832)	One - 12,000 (BG)							
San Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	Two - 12,000 (BG)							
North Area Police Facility - 3550 Marysville Blvd., Sacramento (95838)	One - 12,000 (BG)							
Rocklin Police Substation - 5303 Franklin Blvd., Sacramento (95820)	Two - 12,000 (BG)							
Richards Landing - 28th and A Street, Sacramento (95816)	One - 2,000 (JAG)							
Engine House No. 1 - 624 Q Street, Sacramento (95811)	One - 8,000 (JAG)							
Richards Police Facility - 300 Richards Blvd., Sacramento (95811)	One - 8,000 (JAG)							
Sacramento Marina - 270 Marina View Drive Sacramento (95818)	One - 15,000 (BG)							
Engine House No. 2 - 1229 I Street, Sacramento (95814)								
Engine House No. 3 - 7208 W. Elkhorn Blvd., Sacramento (95837)								
Water Dept. 35th. Ave. - Parking - 1395 35th Ave., Sacramento (95822)								
County of Sacramento		1,657,648					\$ -	\$ -
Bobtail Differential - County of Sacramento Locations		165,765					\$ -	\$ -
Bradshaw 9661 Conservation Road Sacramento, CA 95827	One - 20,000 (BG)							
North Area Transfer Station								
4450 Roseville Road North Highlands, CA 95640	One - 5,000 (BG)							

SACOG
BULK GASOLINE DIESEL FUEL AND RELATED PRODUCTS
BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (if Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBIDDED DAILY MACK AVERAGE PRICE REPORTED BY OPS FOR APRIL 29, 2019	BIDDERS MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EST PRICE
North County Corporation Yard 3026 Don Julio Blvd. Sacramento, CA 95842	One - 12,000 (BG)							
Kiefer Landfill 12701 Kiefer Blvd. Sacramento, CA 95843	One - 2,500 (AG)							
Regional Treatment Plant (SRWTP) 8523 Laguna Station Road Elk Grove, CA 95758	Two - 4,000 (AG)							
Downtown Garage - 725 7th Street Sacramento, CA 95814	One - 20,000 (BG)							
North Garage - 5510 Garfield Avenue Sacramento, CA 95841	One - 6,000 (BG)							
South Garage - 9950 Bond Road Elk Grove, CA 95624	Two - 10,000 (BG)							
Flora Garage - 7000 65th Street, Suite 8 Sacramento, CA 95823	One - 6,000 (AG)							
Vineyard Surface Water Treatment Plant 10151 Florin Road Sacramento, CA 95829	One - 4,000 (AG)							
Marcum Station (Scheduled to close late 2014) 2535 El Sultun Lane Sacramento, CA 95811	One - 6,000 (AG)							
Sacramento Metropolitan Fire District								
Bobtail Differential - Sacramento Metropolitan Fire District Locations		50,000					\$ -	\$ -
Fleet - 4425 Dudley Blvd. McClellan, CA (95652)	One - 1,000 (AG)	5,000						\$ -
Logistics - 3012 Gold Canal Dr Rancho Cordova, CA (95670)	One - 500 (AG)							
Station 21 - 7841 Greenback Ln Citrus Heights CA (95610)	One - 1,000 (AG)							
Station 25 - 7352 Roseville Rd. Sacramento, CA (95842)	One - 500 (AG)							
Station 32 - 8890 Roejiger Lane Fair Oaks, CA (95628)	One - 500 (AG)							
Station 50 - 8880 Gruber Rd Sacramento, CA (95828)	One - 500 (AG)							
Station 55 - 7776 Excelsior Road Sacramento, CA (95829)	One - 500 (AG)							
Station 58 - 7250 Sloughhouse Rd Elk Grove, CA	One - 500 (AG)							
Station 106 - 2200 Park Towne Circle Sacramento, CA (95815)	One - 1,000 (AG)							
Station 109 - 5634 Robertson Ave Carmichael, CA (95608)	One - 1,000 (AG)							
Station 111 - 4609 Rio Linda Blvd Rio Linda, CA (95673)	One - 500 (AG)							
Los Rios Community College District								
Bobtail Differential - Los Rios Community College District Locations		30,000					\$ -	\$ -
American River College - 4700 College Oak Dr., Sacramento (95841)	One - 2,000 (BG)	3,000						\$ -
Connors River College - 8401 Center Pkwy, Sacramento (95823)	One - 2,000 (BG)							
Sacramento City College - 3835 Frepport Blvd., Sacramento (95822)	One - 2,000 (BG)							
Suan Juan Water District								
Bobtail Differential - San Juan Water District Locations		17,000					\$ -	\$ -
Camp. Yard - 9935 Auburn Folsom Rd., Granite Bay (95746)		1,700						\$ -
Yuba City								
Bobtail Differential - Yuba City Locations		5,000					\$ -	\$ -
1185 Market Street Yuba City, (95991)	One - 250 (AG)	500						\$ -
701 Northgate Drive Yuba City, (95991)	One - 250 (AG)							
302 Burns Drive Yuba City, (95991)	One - 250 (AG)							
824 Clark Avenue Yuba City, (95991)	One - 250 (AG)							
City of Davis								
Bobtail Differential - Davis Locations		98,281					\$ -	\$ -
Fuel Facility - 1717 Fifth St., Davis (95616)	Two - 10,000 (BG)	9,828						\$ -
UC Davis								
Bobtail Differential - UC Davis Locations		300,000					\$ -	\$ -
University of California, Davis One Shields Avenue Davis, CA (95616)	One - 12,000 (BG)	30,000						\$ -
SRCSD								
Bobtail Differential - SRCSD Locations		48,400					\$ -	\$ -
SRCSD - 8521 Laguna Station Rd., Elk Grove (95758)	One - 3,600 (AG)	4,840						\$ -

SACOG
 BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
 BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (if of Tanks) - (gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBARRAIDED DAILY PUMP AVERAGE PRICE REPORTED BY OPS FOR April 24, 2019	BIDDERS MARGIN	DELIVERY POINT DIFFERENTIAL	BORTAIL DIFFERENTIAL	Estimated Price Per Gallon	EST PRICE
North Tahoe Public Utilities District								
Bobtail Differential - SRKSD Locations		16,000					\$ -	\$ -
North Tahoe PUD - 875 National Ave, Tahoe Vista, CA 96148	One - 1,000 (AG)	1,600					\$	\$
South Sutter Water District								
Bobtail Differential - South Sutter Water District Locations		9,000					\$ -	\$ -
Fuel Tank Station - 2464 Pacific Avenue, Trowbridge (95659)	(AG)	900					\$	\$
County of Placer								
Bobtail Differential - County of Placer PW Locations		450,000					\$ -	\$ -
Lincoln Corp. Yard - 401 Oak Tree Lane, Lincoln	Two - 1,000 (AG)	45,000					\$	\$
County Service Station - 11448 F Ave., Auburn	Two - 8,000 (AG)							
Foresthill Yard - 22700 Foresthill Road, Foresthill	One - 1,000 (AG)							
Collfax Corp. Yard - 1133 South Auburn Road, Colfax	One - 1,000 (AG)							
CALFIRE/PCFD Alta Station - Corner of Bonny Hook & Ridge Road, Alta	One - 250 (AG)							
CALFIRE/PCFD Sunset West - 1300 Athens Ave., Lincoln	One - 1,000 (AG)							
CALFIRE/PCFD Dry Creek - 8320 Cook Boilo Road, Roseville	One - 500 (AG)							
City of Elk Grove								
Bobtail Differential - City of Elk Grove Locations		142,200					\$ -	\$ -
Elk Grove Fleet Facility - Elk Grove, CA 95624	One - 12,000 (AG)	14,220					\$	\$
Town of Truckee								
Bobtail Differential - Town of Truckee Locations		10,000					\$ -	\$ -
Corp. Yard #1 - 10720 Riverdew Dr., Truckee (96161)	One - 2,000 (AG)	1,000					\$	\$
Public Service Center - Corp. Yard #2 10999 Stevens Lane, Truckee (96161)	One - 6,000 (AG)							
INVOICE TERMS:		Total Gallons	6,119,229	Admin Fee:	\$	Estimated Invoice Fee Total:	39,274.99	\$

EXHIBIT F - FUEL PROCUREMENT SUB-AGREEMENT

between

Vendor and Participating Agency

THIS FUEL PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 20____, by and between the *Insert Name of Participating Agency*, a *describe form of entity* (hereinafter "Participating Agency"), and *Insert Name of Vendor*, a *describe form of entity* (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated *insert date, 2018* to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

Sacramento Area Council of Governments

4. Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder. *If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.*

5. *Insert any other special terms and conditions.*

6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address set forth next to its signature, below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

PARTICIPATING AGENCY:

Name, Title

CONTRACTOR COMPANY:

Name, Title

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME:

APPLICABILITY: Applicable to local agency consultant procurements which will contain Federal or State funds in the consultant contract.

- I am an employee of the local agency that is responsible for this procurement.
- I am an employee of a consultant under contract to the local agency that is responsible for this procurement but I am not in a management position with the local agency.
- I have a personal, financial, or business interest in past employment activity or a personal relationship regarding the firms (including subconsultants) that are the subject of this evaluation. A brief description is provided on the back of this form.
- I certify that I have no current contractual relationship with any of the firms (including subconsultants) that are the subject of this evaluation.
- I certify that I have no personal or financial interest and no present or past employment activity or personal relationship or prior contractual relationship which would be incompatible with my participation in this solicitation process and I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents.

The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposals/bids.
- I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media which has any bearing on, or disclose any aspect of, any respondent or potential respondent to the RFP/RFQ above. I will not discuss the evaluation process with anyone not involved in the evaluation process until its completion.
- I fully understand that it is unlawful for a person to utilize any organization name or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above is a basis for disciplinary action, up to and including termination or referral to the appropriate authorities for further investigation.
- I am aware that the following firms and subconsultants/subcontractors have submitted proposals in response to the above referenced solicitation:

List firms including subconsultants/subcontractors:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- etc. _____

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

CONTRACT ADMINISTRATOR'S REVIEW

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and have determined, according to the information provided, that this individual:

- does not have a conflict of interest and can participate in the "Selection Panel"

- does have a conflict of interest and cannot participate in the "Selection Panel"

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

Distribution: Original – Local Agency Consultant File

NONCOLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

_____ being first duly sworn, deposes and says:
(Type or print name)
that he or she is the _____ of
(Type or print title)

_____, who submits herewith
(Type or print name of company/firm)
to the Sacramento Area Council of Governments (SACOG) the attached proposal; that he or she is the
person whose
name is signed to the attached proposal; that said proposal is genuine; that the same is not sham
or collusive; that all statements of fact therein are true; and that such proposal was not made in the
interest or behalf of any person, partnership, company, association, organization, or corporation not
herein named or disclosed.

Affiant further deposes and says: that the proposer has not directly or indirectly by agreement,
communication or conference with anyone, attempted to induce action prejudicial to the interests of
SACOG, or of any other proposer, or anyone else interested in
the proposed contract; and that the proposer has not in any manner sought by collusion to secure
for itself an advantage over any other proposer.

Affiant further deposes and says that prior to the public opening and reading of proposal, said
proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
(b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said
proposer or anyone else would submit a false or sham bid, or that anyone should refrain from
bidding or withdraw their proposal;
(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference
with anyone to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any
overhead, profit or cost element of its price or of that of anyone else;
(d) did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents
thereof, or divulge information or data relative thereto, to any corporation, partnership, company,
association organization, bid depository, or to any member or agent, thereof, or to any individual or
group of individuals, except to the awarding authority or to any person or person who have a
partnership or other financial interest with said proposer in their business.

Signed:

Name:
Title:

WARNING: Proposals will not be considered unless this affidavit is fully executed by the affiant and
acknowledged by a notary public.

ACKNOWLEDGMENT

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public (Notarial Seal)



SACRAMENTO AREA COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSAL

RFP# 2018-0029

REGIONAL PUBLIC AGENCY FUEL & LUBRICANTS SOLICITATION

ADDENDUM NO. 1

May 17, 2019

This Addendum No. 1 includes the following corrections to the Request for Proposal (RFP), as well as responses to questions received from interested parties. Please complete and include the Addendum Acknowledgement Form (attached) in your proposal:

Questions & Answers:

1. Pg 10 of 25 of RFP says: 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. 1 Truck and trailer loads are not metered. Truck and trailer trucks do not have meters and are billed on net gallons from the refinery BOL. This is industry standard. Can you adjust the above paragraph to conform to industry standard?
 - **Our response to this question will be followed up on in Addendum# 2. Thank you for your patience as we are still researching your question.**
2. Are all OPIS prices used to be Daily 10 AM?
 - **Yes.**
3. What are the payment terms?
 - **Each participating agency will work directly with the vendor(s) to pay their invoices. Proposers should state what their payment terms in their proposal, including any discounts for prompt payment.**
4. How many different vendors do you reserve the right to award parts of this contract?
 - **Since awarding is contingent upon our options, it will be determined during evaluation based on the submitted proposals and the resulting evaluations made by the selection committee.**
5. Are you required to bid on every product/line item or can you just bid on the products and locations you want?
 - **Proposers must submit pricing for all line items within a selected product category to be considered responsive for that product category.**

6. Can you provide average delivery gallons per location for the fuels?
 - **Our response to this question will be followed up on in Addendum# 2. Thank you for your patience as we are still researching your question.**
7. Can you provide the bid tabulations from the previous bid?
 - **Bid tabulations were not required for the previous bid. However, the submission of a Public Records Act (PRA) request with Procurement Officer Jay Mason can provide electronic copies of the previous award/agreement.**
8. Can you provide the OPIS numbers you would like us to use for each product?
 - **Proposers are each responsible for including Sacramento OPIS unbranded rack average price from April 29th, 2019 10AM for each product type where requested in the Pricing Sheet.**
9. In the bid documents you are asking for a copy of the OPIS report to be submitted when invoicing. Unfortunately, "OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of Federal copyright law...." Is there any alternative to this request that we could fulfill?
 - **Yes, please propose any alternative approaches.**
10. If we are bidding an entity fuel pricing and they have Truck Trailer locations and Tank Wagon locations, do we have to bid all? or can we bid just the Truck and Trailer locations?
 - **Proposers must submit pricing for all line items within a selected product category to be considered responsive for that product category.**
11. Are all of the agencies listed on the "Participating Agencies" document guaranteed to join any contracts awarded?
 - **Please reference the background section, "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.**
12. Some agencies are exempt from the federal excise tax, can we establish a list of those?
 - **Our response to this question will be followed up on in Addendum# 2. Thank you for your patience as we are still researching your question.**
13. Re: Page 15: Whether the proposer offers a fuel interface that is compatible with the fleet database management system used by the participating agencies.
 - **Agencies generally use the fleet database provided by the private vendor they purchase Cardlock through. Proposers should provide available information on their fleet database and any integrations with any other platforms if applicable.**
14. Are all of the agencies listed on the "Participating Agencies" document guaranteed to join any contracts awarded?
 - **Please reference the background section, "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."**

15. Price charged is by individual line and location, correct?
- **Yes, there is the opportunity to quote by delivery point differential which represent pricing by location.**
16. Confirming that we would, for instance, have to put in a price for every location (e.g Roseville), correct?
- **Yes.**
17. We don't have to put in a price for every location involved, correct?
- **No, you have to bid on all locations within/for each project type to be considered responsive.**
18. You state that you want to be billing gross gallons on everything, correct?
- **SACOG is not involved with the billing - you will contract directly with the participating agency through a sub agreement where billing will be agreed upon. What this means is that you as vendor could state you don't want to bill in gross gallons, for instance (be sure to specify / state that in your proposal).**
19. Is it feasible/possible for one vendor to be awarded 6 different contracts by product, and then for others to not receive any?
- **Yes. We can't predict specific scenarios until we see the proposals, but yes, there is that chance and opportunity for you as prospective vendor.**
20. Does Hunt & Sons have the current contract?
- **Yes.**
21. Listed as 10 AM for some locations - does that go for the natural gas / renewables fuel as well?
- **Our response to this question will be followed up on in Addendum# 2. Thank you for your patience as we are still researching your question.**
22. Please confirm that we pick (state in our proposal) if pricing is based on order date or delivery date.
- **Yes/Confirmed.**
23. Can we offer more than one type of card (CFN, Pacific Pride, Voyager, etc)?
- **Yes.**
24. Re: Page 15: Whether the proposer can offer both vehicle cards and bulk fuel cards.
Question: Please define "Bulk fuel cards"?
- **"Bulk fuel card" was included as a term, but no public agencies are requesting it at this time. Only vehicle cards need to be supplied. We will amend this item.**
25. Will there be a public bid opening on June 12?
- **No, a Request for Proposal (RFP) does not have a formal bid opening.**
26. For specific sections of the bid (i.e. Renewable Diesel), could two proposers present a joint venture to deliver to different territories?
- **Our response to this question will be followed up on in Addendum# 2. Thank you for your patience as we are still researching your question.**

27. What is the total number of tanks for us to submit a quotation on?
- **Proposers must submit pricing for all line items within a selected product category to be considered responsive for that product category.**
28. Please list the types of tanks (horizontal or vertical) and type of product in each tank.
- **Please reference Exhibit C Bulk Fuel Tank Sizes and Delivery Locations.**
29. Please provide capacity and dimensions of the tanks if possible, (tank heights most importantly):
- **Please reference Exhibit C Bulk Fuel Tank Sizes and Delivery Locations.**
30. Are there any locations that have more than one tank at a location and if so how many at a single location, how close are they together?
- **Please reference Exhibit C Bulk Fuel Tank Sizes and Delivery Locations.**
31. The locations listed as requesting RD, Specifically Sacramento City and County, SMUD and UC Davis equals approx. 1.2 million gallons. Will other entities be allowed to use RD if they choose?
- **Yes.**
32. Can you clarify the "Bobtail Differential" quantities listed on the pricing form? Are the gallons listed there the anticipated annual bobtail delivery gallons?
- **The bobtail delivery gallon amounts are estimates representing 10% of the total annual gallons purchased by the entity.**

**ACKNOWLEDGEMENT OF ADDENDUM TO
REQUEST FOR PROPOSAL
RFP# 2018-0029**

REGIONAL PUBLIC AGENCY FUEL & LUBRICANTS SOLICITATION

ADDENDUM NO. 1

May 17, 2019

Instructions: Complete and sign this form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated **May 17, 2019**.

Printed Name: _____

Signature: _____

Title: _____

Firm: _____

Address: _____



SACRAMENTO AREA COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSAL

RFP# 2018-0029

REGIONAL PUBLIC AGENCY FUEL & LUBRICANTS SOLICITATION

ADDENDUM NO. 2

June 3, 2019

This Addendum No. 1 includes the following corrections to the Request for Proposal (RFP), as well as responses to questions received from interested parties. Please complete and include the Addendum Acknowledgement Form (attached) in your proposal:

Questions & Answers:

1. Pg 10 of 25 of RFP says: 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. 1 Truck and trailer loads are not metered. Truck and trailer trucks do not have meters and are billed on net gallons from the refinery BOL. This is industry standard. Can you adjust the above paragraph to conform to industry standard?
 - Language will be replaced to include "Proposers are recommended to make deliveries in metered trucks that are compatible with the participating agency's storage tanks. In the case a truck is not metered, proposers must specify the truck type and delivery frequency. Temperature correction of delivered products shall not be allowed. Invoices and payments shall be for gross gallons delivered."
2. Are all OPIS prices used to be Daily 10 AM?
 - Yes.
3. What are the payment terms?
 - Each participating agency will work directly with the vendor(s) to pay their invoices. Proposers should state what their payment terms in their proposal, including any discounts for prompt payment.
4. How many different vendors do you reserve the right to award parts of this contract?
 - Since awarding is contingent upon our options, it will be determined during evaluation based on the submitted proposals and the resulting evaluations made by the selection committee.
5. Are you required to bid on every product/line item or can you just bid on the products and locations you want?
 - Proposers must submit pricing for all line items within a selected product category to be considered responsive for that product category.

6. Can you provide average delivery gallons per location for the fuels?
 - **At this time, we are unable to provide the specific distribution amounts per each location. Please reference Exhibit E for total annual distribution numbers per each Participating Agency.**
7. Can you provide the bid tabulations from the previous bid?
 - **Bid tabulations were not required for the previous bid. However, the submission of a Public Records Act (PRA) request with Procurement Officer Jay Mason can provide electronic copies of the previous award/agreement.**
8. Can you provide the OPIS numbers you would like us to use for each product?
 - **Proposers are each responsible for including Sacramento OPIS unbranded rack average price from April 29th, 2019 10AM for each product type where requested in the Pricing Sheet.**
9. In the bid documents you are asking for a copy of the OPIS report to be submitted when invoicing. Unfortunately, "OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of Federal copyright law...." Is there any alternative to this request that we could fulfill?
 - **Yes, please propose any alternative approaches.**
10. If we are bidding an entity fuel pricing and they have Truck Trailer locations and Tank Wagon locations, do we have to bid all? or can we bid just the Truck and Trailer locations?
 - **Proposers must submit pricing for all line items within a selected product category to be considered responsive for that product category.**
11. Are all of the agencies listed on the "Participating Agencies" document guaranteed to join any contracts awarded?
 - **Please reference the background section, "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.**
12. Some agencies are exempt from the federal excise tax, can we establish a list of those?
 - **SACOG does not maintain a list of agencies exempt from federal excise tax. Jurisdictions maintain their own records, including any certificates of exemption.**
13. Re: Page 15: Whether the proposer offers a fuel interface that is compatible with the fleet database management system used by the participating agencies.
 - **Agencies generally use the fleet database provided by the private vendor they purchase Cardlock through. Proposers should provide available information on their fleet database and any integrations with any other platforms if applicable.**
14. Are all of the agencies listed on the "Participating Agencies" document guaranteed to join any contracts awarded?
 - **Please reference the background section, "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."**

15. Price charged is by individual line and location, correct?
- **Yes, there is the opportunity to quote by delivery point differential which represent pricing by location.**
16. Confirming that we would, for instance, have to put in a price for every location (e.g Roseville), correct?
- **Yes.**
17. We don't have to put in a price for every location involved, correct?
- **No, you have to bid on all locations within/for each project type to be considered responsive.**
18. You state that you want to be billing gross gallons on everything, correct?
- **SACOG is not involved with the billing - you will contract directly with the participating agency through a sub agreement where billing will be agreed upon. What this means is that you as vendor could state you don't want to bill in gross gallons, for instance (be sure to specify / state that in your proposal).**
19. Is it feasible/possible for one vendor to be awarded 6 different contracts by product, and then for others to not receive any?
- **Yes. We can't predict specific scenarios until we see the proposals, but yes, there is that chance and opportunity for you as prospective vendor.**
20. Does Hunt & Sons have the current contract?
- **Yes.**
21. Listed as 10 AM for some locations - does that go for the natural gas / renewables fuel as well?
- **Yes.**
22. Please confirm that we pick (state in our proposal) if pricing is based on order date or delivery date.
- **Yes/Confirmed.**
23. Can we offer more than one type of card (CFN, Pacific Pride, Voyager, etc)?
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24. Re: Page 15: Whether the proposer can offer both vehicle cards and bulk fuel cards.
Question: Please define "Bulk fuel cards"?
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25. Will there be a public bid opening on June 12?
- **No, a Request for Proposal (RFP) does not have a formal bid opening.**
26. For specific sections of the bid (i.e. Renewable Diesel), could two proposers present a joint venture to deliver to different territories?
- **Yes, proposer(s) can present a joint venture for delivery of a single product. Proposer(s)**

should consider this approach only if you cannot provide competitive pricing and logistics as an individual contractor. Factors to consider in developing a proposal of this nature include: dividing distribution by county or region and providing a primary/secondary distribution approach.

27. What is the total number of tanks for us to submit a quotation on?
 - **Proposers must submit pricing for all line items within a selected product category to be considered responsive for that product category.**
28. Please list the types of tanks (horizontal or vertical) and type of product in each tank.
 - **Please reference Exhibit C Bulk Fuel Tank Sizes and Delivery Locations.**
29. Please provide capacity and dimensions of the tanks if possible, (tank heights most importantly):
 - **Please reference Exhibit C Bulk Fuel Tank Sizes and Delivery Locations.**
30. Are there any locations that have more than one tank at a location and if so how many at a single location, how close are they together?
 - **Please reference Exhibit C Bulk Fuel Tank Sizes and Delivery Locations.**
31. The locations listed as requesting RD, Specifically Sacramento City and County, SMUD and UC Davis equals approx. 1.2 million gallons. Will other entities be allowed to use RD if they choose?
 - **Yes.**
32. Can you clarify the "Bobtail Differential" quantities listed on the pricing form? Are the gallons listed there the anticipated annual bobtail delivery gallons?
 - **The bobtail delivery gallon amounts are estimates representing 10% of the total annual gallons purchased by the entity.**

**ACKNOWLEDGEMENT OF ADDENDUM TO
REQUEST FOR PROPOSAL
RFP# 2018-0029**

REGIONAL PUBLIC AGENCY FUEL & LUBRICANTS SOLICITATION

ADDENDUM NO. 2

June 3, 2019

Instructions: Complete and sign this form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 2** dated **June 3, 2019**.

Printed Name: _____

Signature: _____

Title: _____

Firm: _____

Address: _____
