



Lakeside Fire Protection District Agenda

Director Bob Robeson
Director James Bingham
Director Tim Robles
Director Mark Baker
Director Peter Liebig

Donald H. Butz, Fire Chief
Janise Bocskovits, Clerk of the Board

Tuesday October 13, 2020

5:30 PM

Fire Administration
Board Room
12216 Lakeside Avenue
Lakeside, California

REGULAR MEETING OF THE FIRE BOARD

PLEASE NOTE: *GOVERNOR'S EXECUTIVE ORDER N-29-20**** THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT**

:

This meeting will Be held online and teleconference. To view and listen to the Board Meeting please call or click the link: meet.google.com/fdx-scaw-wus 1-620-450-6827 A pin number will be required, please enter 405 817 660#

1. Call to Order and Determination of a Quorum
2. Pledge of Allegiance and Invocation
3. Confirmation of Agenda
4. Consent Calendar:
All items listed under the Consent Calendar are considered routine and will be enacted in one motion. There will be no separate discussion of these items prior to the Board action on the motion, unless members of the Board, Staff or Public request specific items are removed from the Consent Agenda.
5. Finance
6. Correspondence

7. **Oral Communication to the Board, Opportunity for Public Comment with Respect to Matters not on the Agenda:**

This portion of the agenda may be utilized by any person to address the Board of Directors on any matter within the jurisdiction of the Board of Directors. However, depending on the subject matter, the Board may be unable to respond at this time or until the specific item is placed on the agenda at a future meeting, as provided by The Brown Act. Comments will be limited to three (3) minutes per person.

8. **Unfinished Business**

9. **New Business**

9.A **APPOINTMENT OF ROBERT SCHIWITZ TO THE INTERM POSITION OF BENEFITS OFFICER**

Recommendation:

Approve a Resolution Of The Board Of Directors Appointing Robert Schiwitz To The Interim Position Of Benefits Officer And Authorizing The Fire Chief To Execute The Interim Appointment Agreement Between Robert Schiwitz And The District.

[Cover Page](#)

[Resolution 20-034 - Appointment of Robert Schiwitz](#)

[Robert Schiwitz Employment Agreement](#)

9.B **CAPITAL: REMOUNT/REFURBISHMENT OF AMBULANCE**

Recommendation: That the Board adopt Resolution #20-038:

A. Approve the expenditure not to exceed \$160,000 for the purchase, equipping, and the remounting/refurbishment of the ambulance as approved in the budget and capital replacement plan.

B. Authorize the Fire Chief to execute all agreements or contract signatures as necessary.

[Cover Page](#)

[Resolution 20-037](#)

[Attachment B: Braun NW Quote](#)

9.C **APPROVAL OF SC FUELS AS THE PROVIDER OF GASOLINE AND DIESEL FUEL AT THE DISTRICT FACILITIES AND APPROVAL OF A CONTRACT NOT TO EXCEED \$100,000 PER YEAR FOR 4 YEARS**

Recommendation: It is recommended that the Board adopt Resolution # 20-035:

A. Approving SC Fuels as the District's provider of gasoline and diesel at District facilities,

B. Approving a contract/Purchase order not to exceed \$100,000 per year with a COLA increase not to exceed 5%,

C. Authorizing the Fire Chief to execute all agreements or contract signatures as necessary (attached supplement and contract)

[Cover Page](#)

[Resolution 20-036 SC Fuels](#)

[Lakeside Piggyback Agreement With San Diego SC Fuels](#)

[SD City SC Fuels Contract](#)

9.D **APPROVAL OF MUNICIPAL EMERGENCY SERVICES (MES) AS THE PROVIDER OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND OTHER FIRE RELATED EQUIPMENT AND SUPPLIES**

Recommendation: It is recommended that the Board adopt Resolution # 20-037:

- A. Approving MES as the District's provider of PPE and related equipment and supplies.
- B. Approving a blanket purchase order not to exceed \$85,000 per year for a maximum of 6 years with included annual increase per the cooperative contract terms.
- C. Approve participation in the Intergovernmental Cooperative Purchasing Agreement through membership with National Purchasing Partners (NPPGov).
- D. Authorizing the Fire Chief to execute all agreement or contract signatures as necessary.

[Cover Page](#)

[Resolution 20-035](#)

[Firefighting Equipment Pricing Summary](#)

[MES/Lawmen Supply Company - Vendor Administration Agreement](#)

[PPE Master Price Agreement](#)

[PPE Pricing Summary](#)

[SCBA Master Price Agreement](#)

[NPPGov Intergovernmental Agreement](#)

[SCBA pricing summary](#)

[Firefighting Equipment Master Price Agreement](#)

9.E

APPROVAL OF BIT PROS INC. AS THE SOLE PROVIDER OF MECHANICAL SERVICES AND APPROVAL OF PURCHASE NOT TO EXCEED \$235,000 FOR 20/21

Recommendation:

That the Board adopt Resolution # 20-038:

- A. Approving BIT Pros Inc. as the District's sole provider of mechanical services,
- B. Approving a purchase order not to exceed \$ 235,000 for FY20/21
- C. Authorizing the Fire Chief to execute all agreement or purchase order signatures as necessary.

[Cover Page](#)

[Resolution - 20-038](#)

[Sole Source Justification per LKS policy 212](#)

[Bit Pros Price List](#)

[Fleet Savings Since FY2014/2015](#)

10. Reports:

10.A Director Report

10.B Chiefs Report

10.C Staff Report

10.D Comments & Information from Counsel

10.E Firefighters Association Report

11. Future Discussion Items

12. Closed Session

Adjournment:

Next regular meeting will be held October 27, 2020 at 5:30 PM.

It is the intention of the Lakeside Fire District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you need special assistance beyond what is normally provided, the Lakeside Fire District will attempt to accommodate you in every reasonable manner. Please contact the Administration Office (619) 390-2350 at least 72 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.



Lakeside Fire Protection District

Meeting Date: October 13, 2020

Item No: 9.A

**Agenda Item Title: APPOINTMENT OF ROBERT SCHIWITZ TO THE INTERM POSITION OF
BENEFITS OFFICER**

Recommended Action:

Approve a Resolution Of The Board Of Directors Appointing Robert Schiwitz To The Interim Position Of Benefits Officer And Authorizing The Fire Chief To Execute The Interim Appointment Agreement Between Robert Schiwitz And The District.

Background:

With the passing of M. Bari, the District's Director of Human Resources, his position has yet to be filled. In addition, the District is entering into open enrollment for employees and retirees. With the reduced staffing, we are proposing to have Robert Schiwitz return as a retired annuitant to manage the open enrollment process in the interim position of Benefits Officer.

Discussion:

Under California law that governs public sector retirements (CalPERS), a retired annuitant may be appointed to an interim position by the governing body because the retired person has specialized skills needed in performing work of limited duration. The retired annuitant may be employed by a CalPERS agency for no more than 960 hours in a fiscal year, and may be paid no more than a regular employee in the same capacity.

Robert Schiwitz has experience as an administrative services manager, having served in that position for the District for approximately 18 years.

Robert Schiwitz is limited to working 960 hours per fiscal year (June 2020-July 2021).

Strategic Goals:

Fiscal impact

Current Fiscal Impact:

Robert Schiwitz will be paid an hourly rate of \$58.21. The only net cost to the District would be this base salary and medicare as there are no benefit or retirement costs paid by the District beyond the hourly rate specified in the agreement. We are estimating Robert Schiwitz to work approximately 4 hours per week - for FY2020-2021. The estimated cost will be \$7,086.49; however staff is requesting an amount not to exceed \$10,000 in the event the estimated hours are not enough to complete open enrollment.

This cost will be covered from savings from HR Director position in the FY2020-2021 since to date the position remains open. No additional appropriations are requested at this time.

Future/Ongoing Fiscal Impact:

No future/ongoing fiscal impacts are anticipated.

Contact Information:

Donald Butz - 6119-390-2350 ext. 001 - dbutz@lakesidefire.org

[Resolution 20-034 - Appointment of Robert Schiwitz](#)
[Robert Schiwitz Employment Agreement](#)

RESOLUTION NO. 20-034

RESOLUTION OF THE GOVERNING BOARD OF THE LAKESIDE FIRE PROTECTION DISTRICT APPOINTING ROBERT SCHIWITZ TO THE BENEFITS OFFICER AND AUTHORIZING THE FIRE CHIEF TO EXECUTE THE LIMITED DURATION APPOINTMENT AGREEMENT BETWEEN ROBERT SCHIWITZ AND THE DISTRICT

WHEREAS, Government Code section 21224 permits the Board of Directors to appoint a California Public Employees' Retirement System ("CalPERS") retiree because the retired person has specialized skills needed in performing work of limited duration and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, Robert Schiwitz has over 18 years of experience in the administrative services of special districts, including having previously served as the Administrative Services Manager for the District for approximately 18 years; and

WHEREAS, the District hereby appoints Robert Schiwitz as an interim retired annuitant to perform the duties of the Benefits Officer for the District under Government Code section 21224, effective August 14, 2018; and

WHEREAS, the entire employment agreement, contract or appointment document between Robert Schiwitz and the District has been reviewed by this body and is attached hereto; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly rate paid to Robert Schiwitz will be \$58.21 per hour; and

WHEREAS, it is not anticipated that the salary cost will not exceed \$10,000 to completed open enrollment; and

WHEREAS, Robert Schiwitz has not and will not receive any other benefit, incentive compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The Board of Directors approves the Agreement for a Limited Duration of Employment as Benefits Officer for The Lakeside Fire Protection District attached as Exhibit "A." The Board of Directors authorizes Fire Chief Donald Butz to execute the contract on behalf of the District.

PASSED AND ADOPTED by the Board of Directors of the Lakeside Fire Protection District, County of San Diego, State of California, on the 13th day of October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Bingham
Board President

Janise Bocskovits
Clerk of the Board

AGREEMENT FOR A LIMITED DURATION OF EMPLOYMENT AS BENEFITS OFFICER FOR THE LAKESIDE FIRE PROTECTION DISTRICT

THIS AGREEMENT is entered into by and between Robert Schiwitz (hereinafter referred to as “**SCHIWITZ**”) and the Lakeside Fire Protection District (hereinafter referred to as “**DISTRICT**”) in order to provide, in writing, the terms and conditions for the employment of **SCHIWITZ** by the **DISTRICT**.

WHEREAS, the **DISTRICT** desires to employ **SCHIWITZ** for a limited term to act as its Benefits Officer because **SCHIWITZ** has specialized skills needed in performing work of limited duration; and

WHEREAS, **SCHIWITZ** served as the Administrative Services Manager for the **DISTRICT**, prior to his retirement, and has the unique knowledge and experience to serve as the Benefit Officer; and

WHEREAS, **SCHIWITZ** desires to serve as the Benefit Officer for the **DISTRICT** on an at-will and temporary basis not to exceed 960 hours per fiscal year.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1.0 APPOINTMENT AND DUTIES

- 1.1 The **DISTRICT** hereby appoints **SCHIWITZ** to the position of Benefits Officer effective August 1, 2020.
- 1.2 **SCHIWITZ** shall perform all services, acts, or functions necessary or advisable to carry out the duties as specified in the **DISTRICT’S** Administrative Services Manager job description and the duties required by law or as established by the **DISTRICT** Board of Directors. **SCHIWITZ** agrees to abide by all **DISTRICT** policies and procedures, except where there is a conflict between those policies or procedures and specific terms of the Agreement, this Agreement shall govern.
- 1.3 **SCHIWITZ** shall not engage in any activity that is, or may become, incompatible with the office of Administrative Services Manager.

2.0 TERM OF AGREEMENT

- 2.1 The term of this Agreement shall commence on August 1, 2020 and shall be for a limited duration. This Agreement may be terminated by way of 15 days’ written notice by either party as provided for in Section 5 below. Under no circumstances may **SCHIWITZ** work more than 960 hours in a fiscal year (July 1 to June 30).

3.0 COMPENSATION

- 3.1 Compensation paid to **SCHIWITZ** shall comply with Government Code sections 7522.56(d) and 21224(a). The **DISTRICT** shall pay **SCHIWITZ** an hourly rate of \$58.21, paid biweekly in conjunction with the **DISTRICT'S** normal payroll process, and subject to all applicable federal, state and local tax wage reporting and withholdings requirements.
- 3.2 Per the Fair Labor Standards Act ("F.L.S.A."), overtime is defined as any hours worked in excess of 40 hours in a workweek. For F.L.S.A. overtime purposes, **SCHIWITZ'S** workweek begins at 12:00 a.m. on Sunday and ends the following Saturday at 11:59 p.m.

4.0 OTHER BENEFITS

- 4.1 **SCHIWITZ** acknowledges and agrees that he shall not be entitled to any **DISTRICT** benefits generally available to other employees unless required by law, including but not limited to, any benefits, incentives, compensation in lieu of benefits, or any other form of compensation in addition to the hourly rate. **SCHIWITZ** acknowledges and agrees that his time worked under this Agreement will not be considered service credit with the California Public Employees' Retirement System ("CalPERS") for purposes of his retirement with the **DISTRICT**, and any wages earned will not be calculated into said retirement.

5.0 TERMINATION

- 5.1 **SCHIWITZ** agrees that his services with the **DISTRICT** are at-will, and he may be terminated with or without cause with 15 days' written notice by the **DISTRICT**. **SCHIWITZ** may terminate this Agreement upon 15 days' written notice to the **DISTRICT'S** Fire Chief. Upon termination of this Agreement, **SCHIWITZ** shall not be entitled to any severance or any other compensation from the **DISTRICT** except for such wages as **SCHIWITZ** may have earned prior to his termination.

6.0 INDEMNIFICATION

- 6.1 To the full extent of the law, the **DISTRICT** shall defend and indemnify **SCHIWITZ**, in his capacity as Administrative Services Manager, against and for all losses sustained by **SCHIWITZ** in direct consequences of the discharge of **SCHIWITZ'S** duties on the **DISTRICT'S** behalf for the period of the his employment, save and except those losses sustained as a result of the willful or reckless act or omission of **SCHIWITZ**.

- 6.2 The **DISTRICT** shall defend, save harmless and indemnify **SCHIWITZ** against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of **SCHIWITZ'S** duties as Administrative Services Manager. The **DISTRICT** may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- 6.3 In the event **SCHIWITZ** is sued for damages arising out of the performance of the Administrative Services Manager's duties, the **DISTRICT** shall provide defense counsel for **SCHIWITZ** in such action and indemnify **SCHIWITZ** from any judgment rendered against **SCHIWITZ**; provided that such indemnity shall not extend to any judgment for damages arising out of any willful or reckless wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in **SCHIWITZ'S** capacity as Administrative Services Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the **DISTRICT**. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that **SCHIWITZ** may have under the law.
- 6.4 This Agreement is binding upon and inures to the benefit of the heirs and personal representatives of **SCHIWITZ**.

7.0 GENERAL PROVISIONS

- 7.1 The terms and conditions set forth herein shall constitute the entire agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements, understandings, commitments, and practices between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein and no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The terms and conditions of this Agreement may be modified only by the mutual written consent of the parties.
- 7.2 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.3 This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue shall be in the County of San Diego. **SCHIWITZ** hereby expressly waives any right to remove any action from San Diego County as is otherwise permitted by Code of Civil Procedure section 394.

IN WITNESS WHEREOF, the **DISTRICT** and **SCHIWITZ** have executed this Agreement as of the 6th day of October, 2020.

ROBERT SCHIWITZ, an individual

LAKESIDE FIRE PROTECTION DISTRICT

By: _____
Donald Butz, Fire Chief

APPROVED AS FORM:

By: _____
Steven E. Boehmer, General Counsel
Lakeside Fire Protection District



Lakeside Fire Protection District

Meeting Date: October 13, 2020

Item No: 9.B

Agenda Item Title: CAPITAL: REMOUNT/REFURBISHMENT OF AMBULANCE

Recommended Action:

That the Board adopt Resolution #20-038:

- A. Approve the expenditure not to exceed \$160,000 for the purchase, equipping, and the remounting/refurbishment of the ambulance as approved in the budget and capital replacement plan.
- B. Authorize the Fire Chief to execute all agreements or contract signatures as necessary.

Background:

As part of the Lakeside Fire Protection District (LFPD) Capital Plan, the District plans to either purchase a new ambulance or re-chassis/remount an ambulance every fiscal year. The life span on an ambulance chassis is four (4) years, two (2) as front line and two (2) in reserve. The lifespan of the module is 8 to 12 years with remount/refurbishment every 4 years, which results in a significant savings to the District. Front line ambulances typically travel approximately 70,000 miles per year. The District maintains two (2) front line ambulances and two (2) reserve ambulances. The current schedule calls for V052 a 2015 GMC with over 170,000 miles and currently a reserve ambulance, to be replaced with a new chassis and to have the module refurbished. This refurbished ambulance will replace the current M2 (V060 2019 GMC) with over 63,000 miles as the new front line M2 and V060 will be used as a reserve unit.

Discussion:

The EMS and Apparatus Committees recommends the purchase of a remounted/refurbished ambulance. The Braun/Northwest Ambulance built on a 2021 Dodge Ram 4500 Diesel Chassis is the recommended ambulance for this purchase. Our history and success with Braun Northwest, for our remount/refurbishments, has enabled the District to provide an efficient and cost-effective solution to maintaining our ambulance fleet. In addition, the District can maintain the lifetime warranty of the ambulance module through this remount/refurbishment process. Attachment "B" is the Braun/Northwest Ambulance Proposal for an amount of \$145,096 for the remounted/refurbished ambulance. The additional \$14,904 will be used for equipment, supplies, and sales tax.

The District will purchase this apparatus using the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. The H-GAC Cooperative Purchasing Program assists local governments in reducing costs through this government-to-government procurement service. This process establishes competitively priced contracts for goods and services for member agencies using a public competitive procurement process compliant with state statutes. The

District has used the H-GAG Program in previous purchases of ambulances, type I apparatus, and other capital equipment.

The remount/refurbished ambulance design has been reviewed and tested by personnel and by our Apparatus Committee. The Committee has developed specifications for an ambulance with emphasis on crew and patient safety, ease of hygienic care, ergonomic placement of equipment and excellent care giver functionality in both the chassis and the ambulance module. The proposed chassis will be a chassis we have not used before, but is a proven chassis in the ambulance industry. It will have the Liquid Spring rear suspension added on the chassis, which has added stability and comfort to the modules.

The module will be refurbished. The unit will also have paint, striping, and technology upgrades. All of which is included in the budgeted amount.

Strategic Goals:

Enhance the District's ability to offer a service delivery model which exceeds the demands and expectations of the community.

Current Fiscal Impact:

There is no Fiscal Impact or request of appropriations. The funding for the purchase and equipping of the re-mounted/refurbished ambulance is included in the approved FY 20/21 Budget and Capital Replacement Plan.

Future/Ongoing Fiscal Impact:

The future on going fiscal impact will consists of maintenance and repairs to the medic unit. This will be budgeted for in our budget process.

Contact Information:

Humberto Lawler - 619-390-2350 Ex:008 - hlawler@lakesidefire.org

[Resolution 20-037](#)

[Attachment B: Braun NW Quote](#)

RESOLUTION NO. 20-037

RESOLUTION OF THE GOVERNING BOARD OF THE LAKESIDE FIRE PROTECTION DISTRICT TO PROCURE AN AMBULANCE CHASSIS AND TO REMOUNT/REFURBISH AMBULANCE MODULE, AND TO GRANT THE FIRE CHIEF AUTHORITY TO ENTER INTO REQUIRED CONTRACTS

WHEREAS, the Lakeside Fire Protection District (“District”) has in place a capital equipment replacement plan that calls for an ambulance to be replaced after 4 years of service life on the chassis and 12 years on the module; and

WHEREAS, the Districts current Ambulance (V-052) is now approaching a service life of 4 years on the chassis and 8 years on the module; and

WHEREAS, it the District’s Apparatus Committee conducted diligent research regarding the remounting/refurbishment of the Ambulance and is recommending that the District purchase a 2021 Dodge ram 4500 4x2 Diesel Chassis to remount/refurbish the ambulance module from Ambulance (V-052); and

WHEREAS, the District will purchase the chassis via Braun Northwest Ambulance though the Houston-Galveston Area Council government procurement, which offers competitive and reduced pricing for government goods and services; and

WHEREAS, the cost to purchase the replacement chassis, remount/refurbish of the module, and required equipment will be approximately \$160,000; and which will have to appropriate from the budget: and

WHEREAS, there is no fiscal impact to the FY20-21 budget because \$160,00 was appropriated as part of the Capital budget development; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lakeside Fire Protection District a public agency in the County of San Diego, California does hereby approve utilizing Braun Northwest Ambulance for the chassis purchase and remount/refurbishment of ambulance module.

BE IT FURTHER RESOLVED by the Board of Directors of the Lakeside Fire Protection District that:

- The above recitals are true and correct

- The Fire Chief is authorized to purchase and procure an ambulance chassis from Braun Northwest, Inc. via the Houston-Galveston Area Council Cooperative Purchasing Program. The purchase of a chassis and remounting/refurnishing costs are estimated to be \$145,096.
- Purchase and procurement of related equipment/supplies from various vendors and sales tax is estimated to be \$14,904.
- The combined total is not to exceed \$160,000
- The Board of Directors hereby directs and authorizes Fire Chief Donald Butz to enter into and execute the necessary contract and documentation, pursuant to the above parameters, for the District to procure the ambulance chassis, remount/refurbish of the existing ambulance module through Braun Northwest Ambulance.

PASSED AND ADOPTED by the Board of Directors of the Lakeside Fire Protection District, County of San Diego, State of California, on the 13th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Bingham
Board President

Janise Bocskovits
Clerk of the Board



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

PROPOSAL

SEPTEMBER 23rd, 2020

LAKESIDE FIRE PROTECTION DISTRICT
ATTN: CHAD MURRAY
12216 LAKESIDE AVE.
LAKESIDE, CA 92040
cmurray@lakeside.org

RE: REMOUNT/REFURBISH ONE (1) 2015 UNIT #492-R MODULE

BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL WHICH IS BASED UPON HGAC CONTRACT AM10-20:

REMOUNT/REFURBISH ONE (1) 2015 UNIT #492-R MODULE ONTO A 2021 RAM 4500 4X2 AMBULANCE PREP DIESEL CHASSIS PER ENCLOSED SPECIFICATIONS DATED 09/11/2020 WITH THE FOLLOWING CHANGES:

- Transfer existing attendant seat in place of installing new Wise #1637
- Delete installation of Lumalier ADU-136 UV-C system in ceiling

BASE PRICE HGAC CE10	\$98,777.00
PUBLISHED/UNPUBLISHED OPTIONS TAKEN.....	\$46,219.00
HGAC FEE.....	\$ 600.00
CHASSIS TRADE IN	<\$ 500.00 >
TOTAL F.O.B. LAKESIDE, WA	<u>\$145,096.00</u>

Sales tax not included

F.O.B.: LAKESIDE, CALIFORNIA

DELIVERY: REMOUNT/REFURBISH TO BE COMPLETED WITHIN NINETY (90) DAYS AFTER RECEIPT OF NEW CHASSIS AND EXISTING VEHICLE. START OF PROCESS TO BE SCHEDULED BASED UPON NEW CHASSIS DELIVERY AND AGENCY'S OPERATIONAL SCHEDULE.

TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS.

* Price above includes travel for 2 people flying out from San Diego, CA to Portland, OR for final inspection and back.

It is understood that the used chassis is not road legal due to the transfer of such items as lights and mud flaps to new chassis. Transportation of used chassis remains the responsibility of agency unless chassis is traded-in. Any parts or pieces not transferred to the new chassis or reused, unless specifically noted, shall be included in trade-in value of chassis to reduce overall cost of this project.

*Vehicle must be in drivable condition, capable of completing the trip to Chehalis, WA. If vehicle becomes disabled, Customer is responsible for any additional charges related to getting the vehicle to the Braun Northwest, Inc. Chehalis, WA facility

Braun Northwest, Inc. is a California dealer (#16055) with insurance information available upon request.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by:
BRAUN NORTHWEST, INC.

We agree to accept the above proposal:
LAKESIDE FIRE PROTECTION DISTRICT

Tami McCallum, V.P. Sales

Signature

Date

Printed Name

Title



TM
cc CB
Enclosure: Specifications.

EMERGENCY VEHICLES

www.braunnw.com



Lakeside Fire Protection District

Meeting Date: October 13, 2020

Item No: 9.C

Agenda Item Title: APPROVAL OF SC FUELS AS THE PROVIDER OF GASOLINE AND DIESEL FUEL AT THE DISTRICT FACILITIES AND APPROVAL OF A CONTRACT NOT TO EXCEED \$100,000 PER YEAR FOR 4 YEARS

Recommended Action:

It is recommended that the Board adopt Resolution # 20-035:

- A. Approving SC Fuels as the District's provider of gasoline and diesel at District facilities,
- B. Approving a contract/Purchase order not to exceed \$100,000 per year with a COLA increase not to exceed 5%,
- C. Authorizing the Fire Chief to execute all agreements or contract signatures as necessary (attached supplement and contract)

Background:

Lakeside Fire Protection District Policy 212 Purchasing and Accounts Payable" sets the guidelines to obtain timely delivery of price competitive commodities and services. This policy identifies the Purchasing and Contracting Authority for different types of purchases. The Board of Directors' is the awarding authority for purchases and contracts of \$50,000 or greater. The District uses SC Fuels (SCF) as the sole provider of Diesel and Gasoline at District facilities and has been for the past several years. They possess the knowledge of our fleet needs, are local vendors, and have the capability of delivering fuel 24 hours a day 7 days a week for emergency situations. They also offer tank/equipment leasing, fuels stations, fleet cards, and are a supplier of other lubricants.

Discussion:

The District currently receives Unbranded Wholesale Fuel (diesel/gas) and Diesel Exhaust Fluid (DEF) from SCF. The fuels are delivered to the Districts fuel tanks located at stations 2, 3, and 1, which has a leased tank from SCF. Retaining SCF will enable the District to keep Station 1, 2, and 3 functioning with no interruption in service. In addition, when we use SCF for our bulk fuel deliveries, we receive attentive, personal service from SCF 24 hours a day. Their proprietary fleet and large network of common carriers are held to strict training and performance standards. Each carries top safety ratings from the Department of Transportation and Federal Motor Carrier Safety Association.

Staff recommends establishing a 4-year contract with SC Fuels for the supply and delivery of gasoline and diesel pursuant to the terms and conditions of the San Diego City Contract #841661 (see attached). Additionally, the average annual expenditures with SC Fuels is approximately \$100,000 and staff recommends establishing a contract not to exceed \$100,000 per year with an included, not to exceed 5% per year COLA increase.

SC Fuels has offered a Supplemental Agreement to City of San Diego Contract 841661 Based of Request for proposal (RFP) #10089315-18-K, Fuel (see attached), to meet our requirements and needs. Pricing will be based on San Diego OPIS Daily rack average Unbranded Low. Margins will be fixed rate per location and all delivery fees will be waived.

Strategic Goals:

Enhance the District's ability to offer a service delivery model which exceeds the demands and expectations of the community.

Current Fiscal Impact:

Approval of this resolution does not have a fiscal impact because these costs are already included as part of the regular fiscal year 2020/2021 budget in the services & supplies category of the District's Budget.

Future/Ongoing Fiscal Impact:

The future fiscal impact will be included as part of the District's regular budget development process and are includes under the Services & Supplies category of the budget for Fuels-Diesel and Fuels-Gasoline.

Contact Information:

Humberto Lawler - 619-390-2350 Ex:008 - hlawler@lakesidefire.org

[Resolution 20-036 SC Fuels](#)

[Lakeside Piggyback Agreement With San Diego SC Fuels](#)

[SD City SC Fuels Contract](#)

RESOLUTION NO. 20-036

RESOLUTION OF THE GOVERNING BOARD OF THE LAKESIDE FIRE PROTECTION DISTRICT APPROVING THE PURCHASE ORDER FOR SC FUELS AS THE PROVIDER OF GASOLINE AND DIESEL TO DISTRICT FACILITIES

WHEREAS, the Lakeside Fire Protection District (“District”) has a fleet of emergency and support vehicles; and

WHEREAS, the District requires gasoline and diesel to run its fleet of vehicles; and

WHEREAS, it is critical for the District to have gasoline and diesel stored and available at its facilities for all emergency situations; and

WHEREAS, SC Fuels can deliver gasoline and diesel 24 hours a day 7 days a week; and

WHEREAS, approval of this resolutions has no impact to the budget in FY2020-2021; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lakeside Fire Protection District a public agency in the County of San Diego, California does hereby approve utilizing SC Fuels as the sole source vendor for providing and delivering gasoline and diesel to the district storage tanks.

BE IT FURTHER RESOLVED by the Board of Directors of the Lakeside Fire Protection District that:

- SC Fuels is approved as a sole source provider for of gasoline and diesel fuel to district storage tanks for the next four years
- Establish a blanket purchase order not to exceed \$100,000 per year with an increase not to exceed 5% each year.
- The Fire Chief is authorized to execute the necessary documents to implement this resolution.

PASSED AND ADOPTED by the Board of Directors of the Lakeside Fire Protection District, County of San Diego, State of California, on the 13th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Bingham
Board President

Janise Bocskovits
Clerk of the Board



1800 W. Katella Ave., Suite 400
P.O. Box 4159
Orange, CA 92863-4159
(714) 744-7140
www.scfuels.com

SUPPLEMENTAL AGREEMENT TO
CITY OF SAN DIEGO CONTRACT 841661
Based on Request for Proposal (RFP) # 10089315-18-K, Fuel

This Supplemental Agreement with the Lakeside Fire Protection District is made as of this day September 24, 2020 between the Lakeside Fire Protection District, account number 02-2016411 and SC Commercial, LLC dba SC Fuels for the supply and delivery of gasoline and diesel fuel pursuant to the terms and conditions of the Contract No. 841661 as referenced above.

Pricing shall be based on San Diego OPIS daily rack average Unbranded Low. Margins will be fixed rate per location as shown on table below. All delivery fees will be waived.

SHIP TO	FIXED MARGIN
101B	\$0.57
102B	\$0.915
103B	\$1.14

All other terms and conditions are the same as referenced in Contract No. 841661.

Lakeside Fire Protection District

SC Commercial, LLC dba SC Fuels

Authorized Representative



Robert W. Bollard, Corporate Secretary

Print Name/Title: _____

9/24/2020

Date

Date



Request for Proposal (RFP) for Fuel

Solicitation Number:	10089315-18-K
Solicitation Issue Date:	May 18, 2018
Questions and Comments Due:	12:00 p.m., June 6, 2018
Proposal Due Date and Time (Closing Date):	2:00 p.m., June 25, 2018
Contract Terms:	Five (5) years year from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Brent Krohn, Supervising Procurement Contracting Officer, 1200 Third Avenue, Suite 200, San Diego, CA 92101 BKrohn@sandiego.gov , (619) 236-6044
Submissions:	Respondent is required to provide three (3) original, four (4) copies, and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. Note: Emailed submissions will not be accepted.

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089315-18-K, Fuel

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089315-18-K, Fuel (Contractor).

RECITALS

On or about 5/18/2018, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide various fuels as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of Five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for delivery of Goods rendered in accordance with the winning Price Proposal Spreadsheet. (Attachment 1)

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

ARTICLE VI ADDITIONAL CONTRACT INFORMATION

6.1 Contract Administrator. In addition to the information provided in Section T. Contract Administration of Exhibit B, The Fleet Services Department (Department) is the administrator for the day to day requirements of this contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Alia Khouri, Director, Fleet Services
2740 Caminito Chollas, Suite
ekhouri@sandiego.gov

6.2 City Holidays. The City observes the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

6.3 Additional Insurance Requirements. In addition to the insurance requirements in Article VII of Exhibit C, the Contractor shall provide the following:

6.3.1. Commercial General Liability

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits **no less than two million dollars (\$2,000,000) per occurrence with a four million dollar (\$4,000,000) annual aggregate.**

6.3.2 Commercial Pollution Liability Insurance

Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of hazardous wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury and property damage and with a ten million dollar (\$10,000,000) annual aggregate. **As an alternative, seven million dollars (\$7,000,000) per occurrence for bodily injury and property damage and with a seven million dollar (\$7,000,000) annual aggregate is acceptable.** All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim. Contractual liability

shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Work commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a 12 month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Scope of Work under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or nonrenewal of the policy or policies.

6.3.3 Contractors Hazardous Transporters Pollution Liability Insurance

Including contractual liability coverage to cover liability arising out of transportation of hazardous wastes, petroleum products and wastes, or toxic, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million (\$2,000,000) limit per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance.

Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this contract.

Commercial General Liability Insurance.

Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respected elected officials, officers, employees, agents and representatives with the respect to liability arising out of (a) ongoing operations performed by Contractor or on Contractor's behalf, (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf or (d) premises owned, leased, controlled or used by Contractor.

Schedule proposal instructions may result in the rejection of the proposal as being non-responsive.

2. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, taxes (except as provided in Section D.3 below) and any other expenses incurred in the course of performing under the terms of this Contract. No other charges will be considered.

Evaluation of Pricing. Price Schedules proposals will be evaluated by calculating the total estimated contract price and converting it to points to be incorporated into a total score for the Proposal as set forth in Exhibit A, Section B. Pricing of this RFP. The total estimated contract price is calculated by modifying the Benchmark Index (described below) by the Market Differential (described below) entered by the Contractor (+ or -) for each delivery location, and multiplying the resulting price per gallon by the estimated quantity of fuel to determine the estimated cost for each delivery location. The sum of the estimated costs for all locations will determine the total estimated contract price. Contractors must enter only one Market Differential for each location based on the vehicle the Contractor will use to deliver the fuel. Multiple entries on one row will prevent the City from calculating the total estimated contract price for the Price Schedule and may result in rejection of the Proposal as non-responsive. The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Exhibit A, Section B. Pricing of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest.

D. PRICE SCHEDULE PROPOSAL – SPECIFIC INSTRUCTIONS

The basis for pricing for motor fuels will be to utilize a formula, consisting of a Benchmark Index and a Market Differential (refer to Section D, paragraph 4 below, for pricing instructions for Renewable Diesel (R99) fuel). Descriptions of the components of this price formula are provided below.

1. Benchmark Index

The City intends to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions as specified in this RFP, the benchmark index will be established by market rather than using one index for all Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS “**Gross Unbranded Low Rack with CAR Cost**” for San Diego will be utilized to establish the benchmark for each Rack market, and the 10:00 a.m. EST **gross Unbranded Low Rack with CAR Cost prices** for each fuel product will be the benchmark index. **In the event that Gross Unbranded Low Rack with CAR cost prices are unavailable for a specific fuel, Contractors shall use the Gross Branded Low Rack with Car Cost prices for that specific fuel.** The Unbranded Low Rack is a snapshot of the lowest supplier posting in the OPIS rack market at approximately 10:00 a.m. Eastern Standard Time, Monday. The snapshot includes all price moves from 6:00 p.m. EST the prior day up until the price file is frozen at approximately 10:00 a.m. EST. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The *(Date)* Unbranded Low Rack encompasses all price moves that were made at 6:00 p.m. EST *(date)* up until 10:00 a.m.

RFP – Goods, Services, & Consultants

Revised: November 8, 2016

OCA Document No. 841661_3

to be performed, including but not limited to changes in quantities, specifications, place of deliveries and delivery schedules, or methods of shipment. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Director of Purchasing and Contracting grants a further period of time before the date of final payment under the Contract.

No services for which additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.

The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written change agreed to in writing.

6.6 Damage. The Contractor shall be held liable for any damage or citations which may be incurred as a result of any spills or for any contaminated fuel or the issue of the fuel in all tanks at all locations; i.e. Diesel in a gasoline tank. In addition, the City reserves the right to cancel the Contract of any Contractor which, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who under any circumstances, causes a spill while delivering. Contractor shall provide vapor recovery hose when delivering fuel.

Notwithstanding the above, the Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of the City. If the Contractor's failure to use care causes damages, the Contractor shall replace and/or repair the damage at no expense to the City. Failure to replace and/or repair can result in the City deducting cost for repairs from the Contract.

6.7 Cooperation and Disentanglement. Contractor shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

6.8 Media. All media, press releases or reports in any which way concerning the City and this Contract are unauthorized without the written permission from the following individuals:

Tim Graham, Supervising Public Information Officer and

Craig Gustafson, Office of the Mayor

6.9 Payment Card Industry Data Security Standards (PCI DSS)

6.9.1 PCI Compliance. Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Section.

6.9.2 Contractor Compliance with Payment Card Industry Security Standards Council Standards. Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees

that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

6.9.3 Attestation of PCI Compliance. Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

6.9.4 Contractor Remediation. Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

6.9.5 Service Provider Responsibility Matrix. Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

6.9.6 Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access. Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at:

https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss

or located at such other website as the PCI SSC may describe from time to time.

6.9.6.1 Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

6.9.6.2 Upon the City's request, Contractor must provide to City a copy of the Checklist.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

SC Commercial, LLC
Proposer

BY:



1800 W. Katella Ave. Ste. 400
Street Address

Print Name:

Orange, CA 92867
City

Jeff Sturak
Deputy Chief Operating Officer

(714) 744-7140
Telephone No.

4/22/19
Date Signed

E-Mail

BY:


Signature of
Proposer's Authorized
Representative

Approved as to form this 23rd day of

April, 20 19.
MARA W. ELLIOTT, City Attorney

Robert W. Bollar
Print Name

BY: 
Deputy City Attorney

Corp. Sec.
Title

3/11/19
Date

RR-312290

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A – Submission of Information and Forms.

Proposer must submit a completed and signed Contract Signature Page(s) with original, wet signature.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Reserved.

2.5 Reserved.

2.6 Manufacturer's Price List.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact

identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within Ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within Ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the

proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	30
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Specific experience on Multi-Protocol Label Switching (MPLS) networks	
4. Other pertinent experience	

	MAXIMUM EVALUATION POINTS
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Price.	30
E. Mandatory Demonstration/Presentation.	10
1. Equipment	
2. Software	
3. Support Model	
4. Real Time Operation	
5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers

with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. REJECTION OF PROPOSALS. The City may reject any and all bids or proposals when to do so is in the best interests of the City, and may re-advertise for bids or proposals.

G. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED LETTER. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date upon the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions and Article VI, Section 6.3. Additional Insurance Requirements, of this RFP.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. SPECIFICATIONS

The City of San Diego (City) is seeking proposals for furnishing Various Fuels to the City and other named participating Agencies as listed below, as a cooperative procurement contract. The City of San Diego has agreed to advertise and solicit this request for proposals for the joint purchase of fuel to obtain the best possible price for all participants. All agencies are responsible for entering into separate agreements with the Contractor provided that the participating public agencies may purchase products and services on the same terms, conditions, and pricing as the City, subject to any applicable local purchasing ordinances and the laws of the State of purchase. These Agencies may or may not decide to purchase fuel from the winning Contractor at their discretion. Submitting a proposal to the City in response to this RFP constitutes separate, irrevocable offers to the City and each of these Agencies to deliver fuel at the prices bid in the Price Proposal Spreadsheet (Attachment 1) and under the terms and conditions of this RFP. In addition, this proposal may be utilized by other educational and governmental Agencies that have not been specifically listed, in accordance with Appendix B of this contract.

Participating Agency
City of Carlsbad
City of Chula Vista
Chula Vista Elementary School District
City of Coronado
City of Escondido
City of La Mesa
City of Santee
County of San Diego
Escondido Union High School District
La Mesa Spring Valley School District
Metropolitan Transit System
Port of San Diego
Rancho Santa Fe Fire Protection District
San Diego Community College District
San Diego County Office of Education
San Diego Metropolitan Transit System
San Diego Unified School District
Zoological Society of San Diego (San Diego Zoo and Safari Park)
San Dieguito Union High School District
South Bay Union School District
Sweetwater Authority
Sweetwater Union High School District
Valley Center-Pauma Unified School District
San Diego State University

All products shall be delivered to the City meeting the specifications as detailed below. Any product not meeting these specifications could necessitate costly repairs to equipment. The Contractor shall be held responsible for all expenses incurred in connection with

substandard products. The City reserves the right to terminate the Contract when products do not meet these specifications.

Conformity of all products to be supplied under this Contract shall meet or exceed all State of California and Federal specifications for unleaded gasoline used in Southern California. All diesel fuels to be supplied under this contract shall meet or exceed California Air Resources Board (CARB) diesel specifications.

The brand names and manufacturer specifications of all fuel(s) proposed shall be furnished with the technical portion of the proposal submittal. If the Contractor is not the refiner of the product being proposed, Contractor shall submit a certification from the refinery that the product to be supplied meets the specifications stated herein, and further, that supply of the product shall conform to these specifications.

1. Gasoline – Unleaded Regular

Regular unleaded gasoline shall be not less than 87 Octane, and shall meet all of the most recent Federal Specifications VVG-1690B and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

2. Gasoline – Unleaded Mid-Grade

Mid-Grade unleaded gasoline shall be not less than 89 Octane, and shall meet all of the most recent Federal Specifications VVG-1690B, and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

3. Gasoline – Unleaded Premium

Premium unleaded gasoline shall be not less than 91 Octane, and shall meet all of the most recent Federal Specifications VVG-1690-B, and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

4. CARB No.2 Ultra Low Sulfur Diesel

Property	ASTM Test Method or (Other)	General Reference Fuel Specifications	Small Refiner Reference Fuel Specifications
Sulfur	D975	15 ppm max	15 ppm max
Lubricity	(Scuffing Load Ball)	3100 SLBOCLE min.	3100 SLBOCLE min.
Aromatic HC (vol %)	D5186-96	10% max	20% max
Polycyclic Aromatic HC (wt%)	D5186-96	1.4% max	4% max
Nitrogen Content (ppm)	D4629-96	10 ppm max	90 ppm max
Natural Cetane Number	D613-84	48 min	47 min
Gravity, API	D287-82	33-39	33-39

Viscosity at 40° cST	D445-83	2.0-4.1	2.0-4.1
Flash Point deg. F (min)	D93-80	130	130
Distillation, deg. F	D86-96		
IBP		340-420	340-420
10% Rec		400-490	400-490
50% Rec		470-560	470-560
90% Rec		550-610	550-610
EP		580-660	580-660
Ash Wt % max	D482	.01	.01
Property	ASTM Test Method or (Other)	General Reference Fuel Specifications	Small Refiner Reference Fuel Specifications
Cu Strip Corrosion 3-hrs at 122° F max	D130	3	0.3
Stability, mg/100ml, max	D2274	1.0	1.0

5. No. 2 Diesel Fuel

Shall meet ASTM Standard D-975 for 2-E diesel fuel oil and not more than 0.5 weight percent of sulfur; Water and sediment volume not in excess of 0.05%. Cetane number of 40 or a maximum aromatic content of 35% (see Appendix A).

6. Biodiesel

Biodiesel shall meet the ASTM specification D6751. Biodiesel of B5, B10 and B20 shall be available.

7. Renewable Diesel

Renewable diesel shall meet all of the most recent Federal specifications R99, or the latest standard established by the Society of Automotive Engineers. Please provide a SDS for renewable diesel which is being proposed.

Property	Units	Min.	Max
Cetane number		70	-
Density at 15° C	Kg/m ³	770.0	790.0
Polycyclic aromatic hydrocarbons content	% (m/m)	-	0.1
Sulfur content	mg/kg	-	5.0
Flash point	°C	61	-

Carbon residue (on 10% distillation residue)	% (m/m)	-	0.10
Ash content	% (m/m)	-	0.001
Water content	mg/kg	-	200
Total contamination	mg/kg	-	10
Copper strip corrosion (3h at 50°C)	rating	Class 1	
Oxidation stability	g/m ³	-	25
Lubricity	µm	-	see footnote b
Viscosity at 40°C	mm ² /s	2.00	4.00
Distillation 95% (V/V) recovered at	°C	-	320
Cloud point and CFPP	°C	Max. -5/ -15/ -22/ -34 Cloud point as agreed, report only for CFPP	
Properties additional to EN 590			
Appearance	Clear and bright		
Color		70	
Total aromatics content	% (m/m)	-	1.0
Distillation FBP	°C		330
Acid value	mgKOH/g		0.01

B. FUEL MEASUREMENT. It is the responsibility of the Contractor to have the delivering driver measure each tank with a fuel gauge stick. These readings shall be taken prior to unloading fuel and after unloading fuel and shall be recorded on delivery receipts. Delivery Receipts are to be electronically sent to a designated, to be determined, email address while Contractor is still on site. Although gauges may be available at each delivery site, each delivery truck must be equipped with a fuel tank gauge stick.

C. PRICE SCHEDULE PROPOSAL– GENERAL INSTRUCTIONS

1. Contractors shall submit their Price Schedule proposal in accordance with the following instructions. Following the Price Schedule proposal instructions will help ensure consistency in the price evaluation process. The Price Schedule proposal (Attachment 1) shall be completed in full and shall be incorporated herein. Any deviations from the Price

Schedule proposal instructions may result in the rejection of the proposal as being non-responsive.

2. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, taxes (except as provided in Section D.3 below) and any other expenses incurred in the course of performing under the terms of this Contract. No other charges will be considered.

Evaluation of Pricing. Price Schedules proposals will be evaluated by calculating the total estimated contract price and converting it to points to be incorporated into a total score for the Proposal as set forth in Exhibit A, Section B. Pricing of this RFP. The total estimated contract price is calculated by modifying the Benchmark Index (described below) by the Market Differential (described below) entered by the Contractor (+ or -) for each delivery location, and multiplying the resulting price per gallon by the estimated quantity of fuel to determine the estimated cost for each delivery location. The sum of the estimated costs for all locations will determine the total estimated contract price. Contractors must enter only one Market Differential for each location based on the vehicle the Contractor will use to deliver the fuel. Multiple entries on one row will prevent the City from calculating the total estimated contract price for the Price Schedule and may result in rejection of the Proposal as non-responsive. The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Exhibit A, Section B. Pricing of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest.

D. PRICE SCHEDULE PROPOSAL – SPECIFIC INSTRUCTIONS

The basis for pricing for motor fuels will be to utilize a formula, consisting of a Benchmark Index and a Market Differential (refer to Section D, paragraph 4 below, for pricing instructions for Renewable Diesel (R99) fuel). Descriptions of the components of this price formula are provided below.

1. Benchmark Index

The City intends to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions as specified in this RFP, the benchmark index will be established by market rather than using one index for all Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS “**Gross Unbranded Low Rack with CAR Cost**” for San Diego will be utilized to establish the benchmark for each Rack market, and the 10:00 a.m. EST **gross Unbranded Low Rack with CAR Cost prices** for each fuel product will be the benchmark index. **In the event that Gross Unbranded Low Rack with CAR cost prices are unavailable for a specific fuel, Contractors shall use the Gross Branded Low Rack with Car Cost prices for that specific fuel.** The Unbranded Low Rack is a snapshot of the lowest supplier posting in the OPIS rack market at approximately 10:00 a.m. Eastern Standard Time, Monday. The snapshot includes all price moves from 6:00 p.m. EST the prior day up until the price file is frozen at approximately 10:00 a.m. EST. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The *(Date)* Unbranded Low Rack encompasses all price moves that were made at 6:00 p.m. EST *(date)* up until 10:00 a.m.

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benchmark index in response to this RFP. For the sole purpose of enabling the City to evaluate all proposals consistently, the OPIS 10:00 a.m. EST Unbranded Low Rack in San Diego for **Monday, August 13, 2018** will be used to evaluate the total proposed prices per gallon, including the Market Differential described below. Contractors are required to acknowledge the intended benchmark index and pose any questions regarding the use of the index specified in their response to this RFP.

NOTE: OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of Federal copyright law. It is highly encouraged that both suppliers and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

2. Market Differential

The Market Differential is to be proposed by Contractors for each OPIS Rack market (refer to Section C, paragraph 4 below, for price schedule instructions for Renewable Diesel fuel). The Market Differential is to be a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by Rack market. The Market Differential is to include all cost and profit components determined by the Contractor, but should exclude any applicable taxes (see Taxes below). A Price Schedule Proposal Spreadsheet (Attachment 1) in Microsoft Excel electronic format is included, integral component of this RFP. Suppliers are required to use this Price Schedule Proposal Spreadsheet (Attachment 1) to submit their proposed Market Differential for each fuel product by Rack market. This Spreadsheet must be submitted to the City in its Microsoft Excel electronic form, with no changes to the formatting or City-designed nature of the Spreadsheet. Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the terms and conditions set forth herein. Contractors are required to bid every fuel product in the Price Schedule Proposal Spreadsheet (Attachment 1) for every location indicated. Failure to do so may result in the Contractor's bid being rejected as non-responsive.

3. Taxes

3.1 The collection of federal, state and local taxes on all fuels purchased under this Contract may vary for each Agency that will utilize any contract resulting from this RFP, and the determination of the tax-exempt status of any Agency shall be determined by such Agency. It is the Contractor's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the Agency of its tax-exempt status regarding any and all taxes on motor fuels. Agencies will provide tax-exempt certifications upon request. Any applicable taxes are to be added as a separate line to each invoice submitted under the terms of this RFP, and each applicable tax (e.g., federal, state, etc.) is to be separately identified on the invoice regarding the taxing authority imposing such tax to enable Agencies to assess the accuracy of taxes imposed.

3.2 The price for all fuels under any contract awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislation, judicial decision or administrative action says otherwise, if the Contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract awarded hereunder which

the Contractor is required to pay or bear the burden of as the result of legislation, judicial decision, or administrative action taking effect after the date of contract award.

3.3 The price for all fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of federal, state and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislation, judicial decision or administrative action taking effect after the date of contract award.

3.4 The City of San Diego and any other Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of San Diego and any other Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful Contractor for the duration of the Contract.

4. Price Schedule Proposal Instructions – Renewable Diesel Fuel

Proposers shall provide their own method of price per gallon for renewable diesel (R99) fuel based on the estimated usage for **renewable diesel** fuel as indicated in Appendix B, Agency Details. Proposers shall preface their Price Schedule Proposal Schedule (Attachment 1) for **renewable diesel** with a summary explaining the pricing method that is proposed for this contract that will lead to the most beneficial and cost-effective fuel which shall be consistent with all other Price Schedule Proposal instructions, as specified in this RFP, as applicable. If the price per gallon is tied to an index, for purposes of evaluating proposals the price will be calculated based on the index on the date of **Monday, August 13, 2018**. If another method is used, the Proposer must indicate what price the method would yield if the renewable diesel fuel were delivered on **Monday, August 13, 2018**.

5. Spill Fees or Leaking Underground Storage Tank (LUST) Fees

Spill or LUST fees shall be excluded from the Price Schedule Proposal (Attachment 1). However, the successful Proposer must clearly identify any Spill or LUST charges as separate line items on the billing invoice. These charges shall be direct pass-through costs to the City and participating agencies. No markup or profit shall be added to these charges to the City or any participating agency.

E. DELIVERY.

The Contractor shall provide method(s) of delivery for each Agency based on the estimated usage of each Agency as indicated in Appendix B. In doing so, Contractor shall preface their delivery proposal with a summary explaining the method or methods of delivery that are intended for this contract, and that they believe will lead to the most efficient cost-effective and beneficial delivery solutions for all Agencies including but not limited to the following information:

1. Explain details regarding the proposed method or methods of delivery that will be offered to meet the requirements, including but not limited to truck and trailer deliveries, tank/wagon deliveries and wet hose service.

the Contractor is required to pay or bear the burden of as the result of legislation, judicial decision, or administrative action taking effect after the date of contract award.

3.3 The price for all fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of federal, state and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislation, judicial decision or administrative action taking effect after the date of contract award.

3.4 The City of San Diego and any other Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of San Diego and any other Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful Contractor for the duration of the Contract.

4. Price Schedule Proposal Instructions – Renewable Diesel Fuel

Proposers shall provide their own method of price per gallon for renewable diesel (R99) fuel based on the estimated usage for biodiesel fuel as indicated in Appendix B, Agency Details. Proposers shall preface their Price Schedule Proposal Schedule (Attachment 1) for renewable diesel with a summary explaining the pricing method that is proposed for this contract that will lead to the most beneficial and cost-effective fuel which shall be consistent with all other Price Schedule Proposal instructions, as specified in this RFP, as applicable. If the price per gallon is tied to an index, for purposes of evaluating proposals the price will be calculated based on the index on the date of Monday, June 18, 2018. If another method is used, the Proposer must indicate what price the method would yield if the renewable diesel fuel were delivered on Monday, June 18, 2018.

5. Spill Fees or Leaking Underground Storage Tank (LUST) Fees

Spill or LUST fees shall be excluded from the Price Schedule Proposal (Attachment 1). However, the successful Proposer must clearly identify any Spill or LUST charges as separate line items on the billing invoice. These charges shall be direct pass-through costs to the City and participating agencies. No markup or profit shall be added to these charges to the City or any participating agency.

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1. Explain details regarding the proposed method or methods of delivery that will be offered to meet the requirements, including but not limited to truck and trailer deliveries, tank/wagon deliveries and wet hose service.

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At a minimum, the Contractor must monitor the tanks specified on a daily basis to ensure that a timely delivery is made to insure that the sites being monitored never run out of fuel. Contractor shall also monitor the tanks for usage to make sure the Contractor does not overfill tanks where usage is limited.

Contractor shall also furnish "on demand service" whereby orders for fuel will be requested twenty-four (24) hour notice prior to delivery.

2. State delivery time required after receipt of order for all Agencies. Agencies listed in Appendix B will provide specific delivery schedules and any other applicable information not already provided herein, at the time of making their own contractual arrangements.

3. Split Loads. For purposes of this Contract, "split load" shall be defined as any delivery that contains any combination of fuel types being delivered to multiple tanks at a single location during a single delivery. Split loads or partial shipments to the City or participating Agency where there are multiple tanks within a single delivery site are not acceptable unless prior written approval from the City or participating Agency is received.

The Proposer shall specify how they propose to handle split loads as defined above for the City or any participating Agency having multiple tanks within a single delivery site within their response to this item in their proposal.

4. Delivery Types. For purposes of this Contract, the following delivery types are hereby defined:

4.1 Transport Load is a tanker with a capacity of approximately 8,500 gallons to approximately 9,200 gallons of unleaded gasoline or approximately 7,500 gallons of diesel.

4.2 Short Transport is a bobtail with a capacity of approximately 500 gallons to approximately 4,000 gallons of either unleaded or diesel.

4.3 Tank Wagon is a larger bobtail with a capacity of approximately 4,000 gallons to approximately 5,000 gallons of unleaded or diesel.

5. Delivery Notification

Contractor shall provide an electronic e-mail to specific City personnel (e-mails to be provided separately) which includes the actual price, quantity, and location of all fuel delivered to the site, within twenty-four (24) hours upon fuel drop. The preferred format is an Excel spreadsheet.

Contractor shall also provide an electronic e-mail to the aforementioned specific City personnel on a daily basis which includes the daily fuel price. The daily price e-mail shall be sent daily regardless of whether any deliveries occur that day, and separate of the delivery e-mail.

The above information is required in order to keep the City's Fleet management information system current for computation of daily fleet operating costs, and for reconciliation of delivered amounts. Multiple site deliveries may be contained in each e-mail. The City will keep e-mail contacts updated as changes are made throughout the contract.

6. Delays

Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material and the circumstances are within the control of the contractor, the City may terminate this Contract as provided in Exhibit C, Article IV Suspension and Termination.

If delays in performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; acts of terror; changes in law or government regulation; labor disputes; strikes; earthquakes; fires; floods; adverse weather; inability to obtain materials; equipment or labor; or other specific reasons agreed to between the City and the Contractor, provided, however, that: (a) this provision shall not apply to a delay caused acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment or labor.

Except when caused by the unforeseen events described above, this contract may be terminated if Contractor fails on more than one (1) occasion, at any time during the contract period, to deliver this material within the time stated within the proposal, and it late or non-delivery causes any city facility to run short of fuel or to run the risk of being entirely out of fuel. The City will be the sole judge or whether or not to place an emergency order for this product.

7. Delivery/Freight Charges

All fuel delivery charges are to be included in the Market Differential discussed in this RFP (i.e., the Market Differential must not include cost estimates for delivery). Because of the number and location of storage tanks at each Agency, and the number and location of each agency eligible to utilize this contract delivery charges are anticipated to vary between Agencies, resulting in different Market Differentials for each Agency. When determining delivery charges specific to each Participating Agency, Contractor must identify in its proposal any additional charges for split deliveries at different locations or for loads smaller than tank loads. The City of San Diego and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Contract, with delivery charges to new sites being a direct cost pass-through to the Agency.

At a minimum, unless otherwise specified in Appendix B or when other delivery times are specified when an order placed, standard delivery times for the City and participating Agencies will be between 8:00 a.m. and 5:00 p.m., Monday through Friday. Contractor shall notify the City at least 7 days in advance if deliveries cannot be made due to tank farm closure and provide alternative fuel delivery solutions if applicable.

Title to the material and supplies purchased shall pass directly from Contractor to City at F.O.B. Destination point specified for each delivery, subject to the right of City to reject upon inspection. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods or services.

Time is of the essence and the Contract is subject to termination for failure to deliver on time.

The City of San Diego and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Contract, with delivery charges to new sites being a direct cost pass-through to the Agency.

F. EMERGENCY DELIVERY. There may be occasions when emergency fuel deliveries are required by the City to meet public safety needs. Emergency delivery services may include the following: wet hose delivery, after-hour fueling for generators (by site), and coordination with key City staff for County-wide needs.

Successful Contractor will propose a detailed emergency response plan that will be incorporated into this Contract. The emergency response plan should appear as its own tabbed section of the Contractor's proposal document.

G. SAFETY DATA SHEETS (SDS). Contractor shall send with each shipment one (1) copy of the MSDS for each product shipped and shall furnish updates as may be required. Failure to comply with the procedure will be cause for immediate termination of the contract for violation of safety procedures.

H. TEMPERATURE CORRECTIONS. Corrections shall be made on all bulk deliveries of petroleum products in accordance with Table 6B, Generalized Products Volume Correction to 60 degrees F, Copyright 1980 by American Petroleum Institute or most recent revision. Temperature Correction will not be required for deliveries below 5,000 gallons.

I. TEST REPORTS. A test report shall be submitted on request for each product proposed. Testing shall be in accordance with A.S.T.M. Standards. All products supplied by Contractor may be subject to periodic test by independent laboratories at City's option to determine whether or not products being supplied meet specifications. In the event products supplied fail to meet the specifications, Contractor may be required to remove and replace them at their own expense, or make other adjustments as deemed appropriate.

J. DELIVERY TICKETS. The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

K. REPORTS. Monthly and/or quarterly statements with specific date ranges as needed shall be furnished as requested by the City referencing fueling data by location (quantities delivered and price). Report formats shall be available electronically and emailed to the Contract Administrator. The preferred format is an Excel spreadsheet.

L. WARRANTY. Contractor warrants to the City that all products supplied shall conform to the requirements hereof and shall be free from defects. In addition to other remedies which may be available, the City may, as its option, require return of any non-conforming or defective product to Contractor and/or require correction or replacement of said product at the location of the product when the defect is discovered, all at the Contractor's sole risk and expense. If the City does not require correction for replacement of non-conforming or defective product, the Contractor shall credit such portion of the payment specified herein or such additional amount as is equitable under the circumstances. City's rights hereunder are in addition to, but not limited by, Contractor's standard warranties.

Inspection and acceptance of items by the City, or payment therefore, shall not relieve the Contractor of its obligation hereunder.

Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

M. CUSTOMER SERVICE AND CONTACTS. Contractor shall provide a customer service operation for City customers for handling each type of fuel order anticipated under this Contract, as well as for any other questions including delivery problems, billing or any other issue that may arise during the Contract. The Customer service operation shall include access to a local area coded number (619, 858 and 760), or a toll-free number and provision of an in-house customer service representative who is assigned and dedicated to the City. The in-house customer service representative shall be knowledgeable and responsive relative to contract and customer service issues and available to the City during regular working hours, Monday through Friday, 8:00 a.m. PT to 5:00 p.m. PT.

N. QUALIFICATIONS AND EXPERIENCE. The following information regarding qualifications, experience, and other related information is required to evaluate the Contractor's potential for successfully completing the requirements of this Contract:

1. Provide a company/corporation organization chart including an organization plan for management of the City's program. Contractor/team should designate experienced professional and technical staff to competently and efficiently perform the work, either through their own personnel or suppliers;
2. Description of Contractor's core competency;
3. State number of years Supplier has been in business;
4. Resumes and descriptions of experience of principals/associates who will be assisting in the management of this Contract; and
5. Indicate number of team members by technical disciplines, professional registration, education and experience, which are anticipated to be working on this Contract. Contractor/team must demonstrate a high level of expertise in fuels and fuel delivery. Identify the project team composition, project leadership, reporting responsibilities, and address how sub-contractors will fit into the management structure. Individuals assigned as project managers and account representatives shall not be changed without the prior approval of the City.

O. DESCRIPTION OF ANY CONTRACTOR/TEAM STRENGTHS.

1. Location of office(s);
2. Competitive advantages over competition;
3. Unique service offerings;
4. Computer programs and management systems utilized;
5. Internal and external audit controls;

6. Reporting capabilities;

7. Provide the number, size and location of your company's distribution facility(s), warehouse(s), and retail network, as applicable; and

8. Describe how your company proposes to distribute the products/service based upon the requirements of this Contract. Identify any other companies that will be involved in processing, handling or shipping the products/service to the end user.

P. NEW TECHNOLOGIES. Contractor will provide the City the option to benefit from new technologies and acquire those which could significantly improve the City's carbon offset or goals part of its Climate Action Plan (CAP). Introductions to new technologies shall occur at the regularly scheduled business reviews as determined by the City.

Q. INSPECTION AND ACCEPTANCE. The City's Contract Administrators, or designees, will be responsible for inspecting and accepting all product, work, documents, and information received from the Contractor for the scope of services specified herein.

Inspection and acceptance will occur at the shipment destination unless specified otherwise, and will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City. The City reserves the right to waive a variation in specification if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

Risk of loss or damage to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

R. CONTRACT ADMINISTRATION. The City's Fleet Services Department will provide daily oversight of this contract to ensure compliance. The Director of Purchasing and Contracting shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Director of Purchasing and Contracting. All changes will be submitted in writing signed by the Director of Purchasing and Contracting.

1. Purchase Order and Sub-Order

The City of San Diego will issue multiple Purchase Orders to the Contractor for the estimated requirements of various City Departments. This will authorize the acceptance of sub-orders from the various divisions within these City Departments for their specific requirements. Contractor shall complete delivery of material ordered to destinations set forth in the sub-order. Each sub-order shipment shall be accompanied by a copy of a delivery ticket itemizing all materials delivered. Partial shipments are not acceptable when ordered by sub-order.

2. Invoicing and Payment

Contractor shall work directly with the City's Contract Administrators to ensure invoices for services rendered are furnished with the required detail and provided in a timely manner. The City may, at its discretion, terminate this contract when invoicing is delinquent. Payment of invoices shall be tied to the acceptance by the City in accordance with the requirements and specifications of this Contract.

2.1 Invoices must be submitted once per month in duplicate (one copy to be marked "original") to the billing contact listed on a valid City Purchase Order, and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information:

- a. The Contract number, department (division) and purchase order number;
- b. A complete itemization of all costs including quantities ordered, sub-order (if any), and delivery date, and any other data relative to the shipment. Applicable sales tax and any other applicable governmental fuel fees shall be shown as separate line items;
- c. Invoices must clearly indicate the OPIS (Oil Price Information Service) Benchmark Index per the terms of this Contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this Contract. The OPIS Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with the number of gallons sold separately stated by fuel product. Invoices shall also include line item adjustments for Temperature on all loads over 5,000 gallons. The extended total sales for each fuel product sold must be identified. Taxes, if any, must be stated on a separate line item on the invoice to derive the total cost to the Participating Agency.

Invoices must show the same number of gallons as the number of gallons on the delivery ticket. When a split load occurs, the amount dropped in each tank must be shown in both inches and gallons. The cumulative amount must equal the amount billed on the invoice.

If confirmation of pricing by the City or any Participating Agency finds any discrepancy with the terms of this Contract, Contractor shall make corrections before payment of invoice or refund of any overpayment for incorrect invoices already paid without any penalty assessed upon the Participating Agency. Any discounts offered under the terms of the Contract shall also be specified;

- d. Evidence of the accepted supplies or services by the City of San Diego, which shall include copies of delivery tickets with tank number, and the delivery location shall accompany each invoice. A copy of the delivery ticket must be signed by the individual accepting delivery.
- e. Unique traceable invoice number(s);
- f. Total Charges billed at this time and date.

2.2 Upon review and approval from the City Department invoices shall be approved for payment and payment shall be carried out by the Office of the City Comptroller.

2.3 Subject to the withholding provisions of the Contract, if any, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

2.4 Contractor shall provide a fully executed W-9 Form to the Director of Purchasing and Contracting. It is the Contractor's responsibility to notify the Director of Purchasing and Contracting of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City. To ensure that this Form is a current Revision at time of submittal, the Contractor shall download this Form and submit as specified herein. The website to obtain this form is: <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.

2.5 The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule Proposal (Attachment 1), allowing for City approved adjustments, if any.

2.6 If applicable, any labor charges for extraordinary services shall be included on the invoice along with a description of the extraordinary work performed and the location/and or section where the work was performed. Contractor must attach written authorization from the Contract Administrator approving all extraordinary work. Failure to do so will result in payment being withheld for such services. The extraordinary labor cost shall be stated on the current Price Schedule Proposal (Attachment 1).

2.7 If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City, as well as item description, quantity, and extension.

S. PARKING. If at any time Contractor or its representatives shall be on the premises of the City, then Contractor is responsible for all parking fees, tickets, and permits. Contractor or its representatives shall also obey all parking regulations.

PRICE SCHEDULE PROPOSAL

Estimated Need. The estimated annual quantities provided by the City and the participating agencies in the Price Schedule Proposal (Attachment 1) are not guaranteed. The quantities may vary depending on the demands of the City and the agencies. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation. The City will total the amount in the Price Schedule Proposal Spreadsheet (Attachment 1) (as described in Exhibit C, Section B. Price Schedule Proposal) to be used in the “Price” evaluation criteria calculation.

Exhibit C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Appendix A

Detailed Requirements for Diesel Fuel Oils²

Property	ASTM Test Method	Grade Low Sulfur No. 1-D	Grade Low Sulfur No. 2-D	Grade No. 1-D ^c	Grade No. 2-D ^c	Grade No. 4-D ^c
Flash Point, °C, min.	D93	38	52(125)	38	52	55
Water and Sediment, % vol, max	D1796	0.05	0.05	0.05	0.05	0.5
Distillation Temperature, °C 90%	D86		282°			
% vol Recovered			338			
min		...		...	282°	...
max		268 (550)		288 (550)	338	...
Kinematic Viscosity, mm ² /S at 40c	D445					
min		1.3	1.9	1.3	1.9	5.5
max	...	2.4	4.1	2.4	4.1	24.0
Ash % mass, max	D482	0.01	0.01	0.01	0.01	0.10
Sulfur, % mass. Max ^E	D2622 ^F D129	0.05 ...	0.05 ...	 0.50	 0.50	... 2.00
Copper strip corrosion rating max 3 h at 50°C	D130	No. 3	No. 3	No. 3	No. 3	...
Catane number, min ^G	D613	40 ^H	40 ^H	40 ^H	40 ^H	30 ^H
One (1) of the following properties must be met:						
(1) Catane index, min.	D978°	40	40	...	...	...
(2) Aromaticity, % vol, max	D1319 ^F	35	35	...	...	...
Cloud point, °C, max	D2500	1	1	1	1	1
Ramsbottom carbon residue on 10% distillation residue, % mass, max	D524	0.15	0.35	0.15	0.35	...

Appendix A

Detailed Requirements for Diesel Fuel Oils² (Continued)

Property	ASTM Test Method	Specifications
Sulfur, Wt %	D2622	500 ppm Max.
Aromatics, Vol %	D1319	10% Max.
Polycyclic Aromatics, Wt %	D2425	1.4 % Max.
Nitrogen, Wt %	D4629	10 ppm Max.
Natural Cetane Number	D613	48 Min.
Gravity API	D287	33-39
Viscosity at 40°C, cSt	D445	2.0 - 4.1
Flash Point, °C	D93	54 Min.
Distillation, °C	D86	(340-420 °F)
Initial Boiling Point	171-216	(400- 490 °F)
10% Recovered	204-254	(470 - 560 °F)
50% Recovered	243-293	(550 - 610 °F)
90% Recovered	288-321	(580 - 660 °F)
End Point	304-349	
*SFC (D5186) now approved by CARB as an alternative.		
The City uses Series 60 engines. Therefore, Diesel #2 must meet the standards set out in Table 2 on the next page plus Cloud Point # 10°F (6°C) Below the lowest expected fuel temperature per ASTM Test D2500.		

Appendix A

Fuel Oil Selection Chart

General Fuel Classification	ASTM Test	No. 1 ASTM 1-D	No. 2 ASTM 2-D
Gravity, ° AP1#	D287	40 - 44	33 - 37
Flash Point Min. °F (°C)	D93	100 (38)	125 (52)
Viscosity, Kinematic, cSt @ 100 °F (40 °C)	D445	1.3 - 2.4	1.9 - 4.1
Cloud Point °F #	D2500	See Note 1	See Note 1
Sulfur Content wt %. Max	D129	0.5	0.5
Carbon Residue on 10%, wt%. Max.	D524	0.15	0.35
Accerlated Stability, Total Insolubles, mg/100 ml. Max.#	D2274	1.5	1.5
Ash, wt%, Max.	D482	0.01	0.01
Cetane Number, Min. +	D613	45	45
Distillation Temperature, °F (°C)	D86		
IBP, Typical #		350 (177)	375 (191)
10% Typical #		385 (196)	430 (221)
50% Typical #		425 (218)	510 (256)
90% +		500 (260) Max.	625 (329) Max.
End Point #		550 (288) Max.	675 (357) Max.
Water & Sediment %, Max.	D1796	0.05	0.05

= Not Specified in ASTM D975

= + Differs from ASTM D975

Note 1: The cloud point should be 10° F (6°C) below the lowest expected fuel temperature to prevent clogging at fuel filters by crystals.

Note 2: When prolonged idling periods or cold weather conditions below 32°F (0°) are encountered, the use of 1-D fuel is recommended. Number 1-D fuels should also be considered when operationg continuously at altitudes above 5,000 ft.

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fire-Rescue

2. Name and address of facility

City of San Diego Fire-Rescue Headquarters
Attn: Fiscal Services MS604
1010 Second Ave Suite 400
San Diego, CA 92101-4912

3. Contact Information

Amanda Santillan 858-573-1363
Carmen Camou 619-533-4358

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)
Truck/Trailer

b. Delivery specifications
Weekdays

c. Tank(s)

1) Number of tanks

Fire Rescue has 49 fuel pumps

2) Size of tank (in gallons)

Station Generators are 125 gal. capacity

Fuel Pumps are 1000 gal capacity.

3) Fire station tank and generator locations are as follows:

Location	Generator	Fuel Pump
Station 1 1222 First Ave., San Diego, CA 92101	Yes	Yes
Station 2 875 West Cedar Street, San Diego, CA 92101	Yes	No
Station 3 725 W. Kalmia St., San Diego, CA 92103	Yes	Yes
Station 4 404 Eighth Ave., San Diego, CA 92101	Yes	Yes
Station 5 3902 Ninth Ave., San Diego, CA 92103	Yes	Yes
Station 6 693 Twining Ave., San Diego, CA 92154	Yes	Yes
Station 7 944 Cesar E Chavez Pkwy., San Diego, CA 92113	Yes	Yes
Station 8 3974 Goldfinch St., San Diego, CA 92103	Yes	Yes
Station 9 7870 Ardath Lane, San Diego, CA 92037	Yes	Yes

Appendix B

Location	Generator	Fuel Pump
Station 10 4605 62 nd St., San Diego, CA 92115	Yes	Yes
Station 11 945 25 th St., San Diego, CA 92102	Yes	Yes
Station 12 4964 Imperial Ave., San Diego, CA 92102	Yes	Yes
Station 13 809 Nautilus Ave., San Diego, CA 92037	Yes	Yes
Station 14 4011 32 nd St., San Diego, CA 92104	Yes	Yes
Station 15 4711 Voltaire St., San Diego, CA 92107	Yes	Yes
Station 16 2110 Via Casa Alta, San Diego, CA 92037	Yes	Yes
Station 17 4206 Chamoune Ave., San Diego, CA 92115	Yes	Yes
Station 18 4676 Felton St., San Diego, CA 92116	Yes	Yes
Station 19 3434 Oceanview Blvd., San Diego, CA 92113	Yes	Yes
Station 20 3305 Kemper Blvd., San Diego, CA 92110	Yes	Yes
Station 21 750 Grand Ave., San Diego, CA 92109	Yes	Yes
Station 22 1055 Catalina Blvd., San Diego, CA 92106	Yes	Yes
Station 23 2190 Comstock St., San Diego, CA 92111	Yes	Yes
Station 24 13077 Hartfield, San Diego, CA 92130	Yes	Yes
Station 25 1972 Chicago St., San Diego, CA 92110	Yes	Yes
Station 26 2850 54 th St., San Diego, CA 92105	Yes	Yes
Station 27 5064 Clairemont Dr., San Diego, CA 92117	Yes	Yes
Station 28 3880 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes
Station 29 198 W. San Ysidro Blvd., San Diego, CA 92173	Yes	Yes
Station 30 2265 Coronado Ave., San Diego, CA 92154	Yes	Yes
Station 31 6002 Camino Rico, San Diego, CA 92120	Yes	Yes
Station 32 484 Briarwood Rd., San Diego, CA 92114	Yes	Yes
Station 33 16966 Bernardo Center Dr., San Diego, CA 92128	Yes	Yes
Station 34	Yes	Yes

Appendix B

Location	Generator	Fuel Pump
6565 Cowles Mtn Blvd., San Diego, CA 92119		
Station 35 4285 Eastgate Mall, San Diego, CA 92122	Yes	Yes
Station 36 5855 Chateau Dr., San Diego, CA 92117	Yes	Yes
Station 37 11640 Spring Canyon Rd., San Diego, CA 92131	Yes	Yes
Station 38 8441 New Salem St., San Diego, CA 92126	Yes	Yes
Station 39 4949 La Cuenta Dr., San Diego, CA 92124	Yes	Yes
Station 40 13393 Salmon River Rd., San Diego, CA 92129	Yes	Yes
Station 41 4914 Carroll Canyon Rd., San Diego, CA 92121	Yes	Yes
Station 42 12110 World Trade Dr., San Diego, CA 92128	Yes	Yes
Station 43 1590 La Media Rd., San Diego, CA 92154	Yes	Yes
Station 44 10011 Black Mtn Rd., San Diego, CA 92126	Yes	Yes
Station 46 14556 Lazanja Dr., San Diego, CA 92127	Yes	Yes
Station 47 6041 Edgewood Bend Ct., San Diego, CA 92130	Yes	Yes
FCC 3750 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes
Repair Facility 3870 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes

5. Fuel

- a. Fuel type: Diesel
- b. Estimated annual quantity: SDFD = 510,299 gallons
- c. Fuel specifications: Ultra Low Sulfur Diesel fuel which meets with the State of California requirements.

6. **Additional Information**

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department
City of San Diego Fire-Rescue, Lifeguard Division
2. Name and address of facility
Lifeguard Head Quarters, 2581 Quivira Ct., San Diego CA 92109
3. Contact information
(619) 221-8899
4. Delivery
 - a. Delivery type (e.g. tank/wagon or truck/trailer)
Truck
 - b. Delivery specifications
Weekdays-as requested
 - c. Number of tanks
One
 - d. Tank(s)
 - 1) Number of tanks
One above ground
 - 2) Size of tank (in gallons)
4,000 gallons
5. Fuel
 - a. Fuel type
Unleaded Regular
 - b. Estimated annual quantity
16,438 gallons
 - c. Fuel specifications: Unleaded Regular
6. Additional Information
Current Fuel Provider: SOCO
Tank Monitoring Equipment: Veeder Root
Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Pump Station 2
4077 N. Harbor Dr.
San Diego, CA. 92101

3. Contact information

Steven Hiczewski 619-221-8748

Richard Snow, Richard 619-221-8321

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

3

2) Size of tanks (in gallons)

2 x 1000 gallon and 1 x 400 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel #2

b. Estimated annual quantity

100 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: None

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Gas Utilization Facility, Point Loma Wastewater Treatment Plant

3. Contact information

Steven Hiczewski 619-221-8748

Richard Snow, Richard 619-221-8321

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

4,000 gallons

5. Fuel

a. Fuel type

Ultra low sulfur Diesel #2

b. Estimated annual quantity

200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Grove Avenue Pump Station
2484 Grove Ave.
San Diego Ca. 92154

3. Contact information

Steve Hiczewski, (619) 221-8748

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

2000 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Point Loma Wastewater Treatment Plant
1902 Gatchell Rd.
San Diego, CA 92106

3. Contact information

Ted Taylor, Ken Goebel

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

c. Tank(s)

1) Number of tanks: three unleaded and two diesel.

2) Size of tank (in gallons)

55 gallons each.

5. Fuel

a. Fuel type:

Regular Unleaded and ULS Diesel #2

b. Estimated annual quantity

120 gallons Regular Unleaded

120 gallons ULS Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Metropolitan Operations Center
9192 Topaz Way.
San Diego Ca. 92123

3. Contact information

Albert Molina, (858)614-4569

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

5200 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Unknown

Does current fuel provider manage inventory on tanks? Unknown

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Otay River Pump Station
1800 Boundery Ave.
San Diego CA 92154

3. Contact information

Steve Hiczewski, (619) 221-8748

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

1125 gallons

5. Fuel

a. Fuel type

Ultra low sulfur Diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

South Bay Water Reclamation Plant
2411 Dairy Mart Rd.
San Diego Ca. 92154

3. Contact information

Shawn Lee, (619) 692-4977

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

5000 gallons

5. Fuel

a. Fuel type

Ultra low sulfur Diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Emerson System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Chollas Operations Yard
2740 Caminito Chollas
San Diego, CA 92105

3. Contact information

Days—Juan Romero 619-527-7617
Nights—Brian Hobbs 619-527-7617

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/wagon

b. Delivery specifications

c. Number of tanks

Five (5)

d. Tank(s)

1) Number of tanks

2 Regular Unleaded

3 Renewable Diesel

2) Size of tank (in gallons)

Unleaded—20,000 gallons each (1 is high speed tank)

Diesel—two @ 20,000 gallons each (1 is high speed tank), 1 @ 10,000 gallons

5. Fuel

a. Fuel type

Regular Unleaded and Renewable Diesel.

b. Estimated annual quantity

Approx. 349,000 gallons regular unleaded and 578,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Central Operations Yard
1210 Caminito Centro
San Diego, CA 92102

3. Contact information

Fredy Cletus 619-527-6000

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

Un-manned Site

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

1 Unleaded, 1 Renewable Diesel

2) Size of tank (in gallons)

20,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded and Renewable Diesel.

b. Estimated annual quantity

Approx. 287,000 gallons regular unleaded and 116,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Rose Canyon Operations Yard
3775 Morena Blvd
San Diego, CA 92117

3. Contact Information

Days –Greg Edwards 858-581-7817
Nights – Joe Gasca 858-581-7817

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Number of tanks

Two (2)

c. Tank(s)

1) Number of tanks

1 Unleaded, 1 Renewable Diesel

2) Size of tank (in gallons)

20,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded and Renewable Diesel

b. Estimated annual quantity

Approx. 185,000 gallons unleaded and 161,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Miramar Landfill (Mini Ops)
5180 Convoy Street
San Diego, CA 92111

3. Contact information

Michael Dunn 858-492-6155

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

6:30am-4:00pm

c. Number of tanks

Two

d. Tank(s)

1) Number of tanks

1 Renewable diesel and 1 Renewable red dye diesel

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Renewable diesel

b. Estimated annual quantity

Approx. 747,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Miramar Place Operations Yard
8353 Miramar Place
San Diego, CA 92121

3. Contact information

Days – Devon Whitney 858-526-2349
Nights – Ricky Riojas 858-526-2003

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Number of tanks

Three (3)

c. Tank(s)

1) Number of tanks

1 Unleaded

2 Renewable Diesel

2) Size of tank (in gallons)

Unleaded – 12,000 gallons

Renewable Diesel – 15,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, Renewable Diesel

b. Estimated annual quantity

Approx. 19,400 gallons regular unleaded, 529,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Northern Police
4275 Eastgate Mall
San Diego, CA 92037

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-12:00am

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

12,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 138,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Northeastern Police
13396 Salmon River Road
San Diego, CA 92129

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30am

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

Two unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 128,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Eastern Police
9225 Aero Drive
San Diego, CA 92123

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30am

c. Number of tanks

Two

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 221,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Southeastern Police
7222 Skyline Drive
San Diego, CA 92114

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1. Number of tanks

2 Unleaded

2. Size of tank (in gallons)

12,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 107,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Central Police
3940 Federal Blvd
San Diego, CA 92102

3. Contact information

Freddy Cletus 619-527-6000

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-12:00am

c. Number of tanks

One (1)

d. Tank(s)

1) Number of tanks

1 Unleaded

2) Size of tank (in gallons)

12,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 322,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Western Police
5215 Gaines Street
San Diego, CA 92110

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30pm

c. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 155,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Southern Police
1120 27th Street
San Diego, CA 92154

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:00pm

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 95,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Mid-City Police
4310 Landis Street
San Diego, CA 92105

3. Contact information

Freddy Cletus 619-527-6000

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 104,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Northwestern Police
12610 El Camino Real
San Diego, CA 92137

3. Contact information

4. Mike French 619-692-4840

5. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:00pm

c. Number of tanks

One (1)

d. Tank(s)

1) Number of tanks

1 Unleaded

2) Size of tank (in gallons)

20,000 gallons

6. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 64,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Fire Repair Facility
3870 Kearny Villa Road
San Diego, CA 92123

3. Contact information

Devon Whitney 858-526-2349

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Number of tanks

One (1)

c. Tank(s)

1) Number of tanks

1 Unleaded

2) Size of tank (in gallons)

1,000 gallons

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 28,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Mission Bay Golf Course
2702 N. Mission Bay Dr.
San Diego, CA 92109

3. Contact information

Peggy Furtado (858) 581-7887

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

5:30am-2:30pm

c. Tank(s)

1. Number of tanks

1 Unleaded, 1 B5 Diesel

2. Size of tank (in gallons)

750 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, B5 Bio Diesel.

b. Estimated annual quantity

Approx. 1,569 gallons unleaded; 1,126 B5 Bio Diesel

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **No**

Does current fuel provider manage inventory on tanks? **Yes-top off plan**

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego, Parks & Recreation, Golf Operations Division

2. Name and address of facility

Torrey Pines Golf Course
11480 N. Torrey Pines Rd.
La Jolla, CA 92037

3. Contact information

Peggy Furtado (858) 581-7887

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

5:30am-2:30pm

c. Tank(s)

1. Number of tanks

1 Unleaded, 1 B5 Diesel

2. Size of tank (in gallons)

1000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, B5 Bio Diesel.

b. Estimated annual quantity

Approx. 12,579 gallons unleaded; 11,827 B5 Bio Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? Yes-top off plan

Appendix B

AGENCY DETAILS

1 Name of Department

City of San Diego, Parks & Recreation, Golf Operations Division

2 Name and address of facility

Balboa Park Golf Course
2600 Golf Course Drive
San Diego, CA 92102

3 Contact information

Peggy Furtado (858) 581-7887

4 Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

5:30am-1:00pm

c. Tank(s)

1. Number of tanks

1 Unleaded, 1 B5 Diesel

2. Size of tank (in gallons)

1. Unleaded = 240 gallons

2. Diesel = 480 gallons

5 Fuel

a. Fuel type

Regular Unleaded, B5 Bio Diesel.

b. Estimated annual quantity

Approx. 1,216 gallons unleaded; 1,413 B5 Diesel

6. **Additional Information**

Current Fuel Provider: SOCO

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Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? Yes-top off plan.

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

SDCCU (Qualcomm) Stadium
9449 Friars Road
San Diego, CA 92108

3. Contact information

Bobby Slabe
rslabe@sandiego.gov / (619)641-3111

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

7:00am-3:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1. Number of tanks

1 Unleaded, 1 ultra-low sulfur Diesel

2. Size of tank (in gallons)

500 gallons unleaded / 1000 gallons diesel

5. Fuel

a. Fuel type

Unleaded, ultra-low sulfur Diesel

b. Estimated annual quantity

Approx. 1,630 gallons unleaded; 1,760 ultra-low sulfur Diesel

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **No**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego, Park & Recreation, Community Parks II

2. Name and address of facility

Mt. Hope Cemetery
3751 Market St.
San Diego, CA 92102

3. Contact information

David Noriega (619) 527-3402

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

7:00am-3:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1. Number of tanks

1 Unleaded, 1 ultra-low sulfur Diesel

2. Size of tank (in gallons)

500 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, ultra-low sulfur Diesel

b. Estimated annual quantity

Approx. 1,760 gallons unleaded; 1,410 ultra-low sulfur Diesel

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **No**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities / Water Operations Branch /System Operations Division

2. Name and address of facility

Facility Name	Facility Address	Diesel Fuel Tank Capacity (Gallons)
CATALINA PS	1061 CATALINA BLVD	3000
BLACK MOUNTAIN PUMP STATION	14799A BLACK MOUNTAIN RD	700
OTAY LAKE FILTRATION PLANT	1510 WUESTE RD	1100
PS 65TH & HERRICK	6512 AKINS AVE	500
PS SOUTH CREEK	12304 SPRINGHURST DR	500
ALVARADO FILTRATION WTP	5540 KIOWA DR	1300
ALVARADO FILTRATION PLANT LAB	5530 KIOWA DR	825
MIRAMAR TREATMENT PLANT (New Mtr)	10710 SCRIPPS LAKE DR G	5200
STONEBRIDGE 1135 PUMP STATION	14210 STONEBRIDGE PKWY	175
BAYVIEW PS	1975 PARKVIEW TERRACE	720
OTAY LAKE PS	1510 WUESTE RD	1100
MIRAMAR LAKE PS	10100 SCRIPPS LAKE DR	1100
COUNTRY CLUB PS	7269 ENCELIA DR	320
CARMEL MTN HIGH PS	11600 SHOAL CREEK RD	300
PEN BLUFFS PS	9198 OVIEDO DR	720

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Facility Name	Facility Address	Diesel Fuel Tank Capacity (Gallons)
MIRAMAR RANCH N PS	11496 WEATHERHILL WAY	720
CHOLLAS YARD	2797 CAMINITO CHOLLAS	150
CARMEL INDUSTRIAL WPS	11403 RANCHO CARMEL DR	720
SCRIPPS WOODS PS	12404 SEMILION BLVD	350
PS VILLA DOMINIQUE	4707 SEDA DR	300
DEERFIELD PS	8002 MISSION GORGE RD	900
SCRIPPS MIRAMAR PS	10300 MIRAMAR DAM DR	1250
MUIRLANDS PS	7460 COUNTRY CLUB DR	300
RANCHO PEN PUMP STATION	8888 SPARREN WAY	1800
STONEBRIDGE 1250 PS	14800 STONEBRIDGE PKWY	520
SAN VICENTE DAM	12393 MORENO AVE, LAKESIDE	1100
MONTEZUMA PS	4998 CATOCTIN DRIVE	720
SCRIPPS RANCH PS	16050 SCRIPPS LAKE DRIVE	1442

3. Contact information

Bernie Labiano, 619-871-2519, BLabiano@sandiego.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

Deliver Upon Request from Department

c. Tank(s)

1) Number of tanks – 28 (see above)

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- 2) Size of tank (in gallons) – see above
- 5. Fuel
 - a. Fuel type – Ultra Low Sulfur Diesel.
 - b. Estimated annual quantity – 2,000 gallons

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **No**

Does current fuel provider manage inventory on tanks? **No**

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AGENCY DETAILS

1. Name of Agency

Sweetwater Authority

2. Name and address of facility

Sweetwater Authority (OPS)
Operations Center
744 F Street
Chula Vista, CA 91910

Sweetwater Authority (PWTP)
Perdue Water Treatment Plant
100 Lakeview Ave
Spring Valley, CA 91977

3. Contact information

Scott Moss 619 409-6872 smoss@sweetwater.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

No preference

b. Delivery specifications

Deliveries of #2 Clear Diesel fuel for the Ops location should be scheduled on a weekly basis to top off the tank.

Deliveries of Unleaded Fuel for the OPS location and #2 Clear Diesel Fuel for the PWTP location will be scheduled as required with a request for next day delivery.

c. Tank(s)

1) Number of tanks

The OPS location has 2 tanks
The PWTP location has 1 tank

2) Size of tank (in gallons)

OPS has one 10,000 gallon underground tank for Unleaded, Regular gas and one 1,000 gallon above ground tank for #2 Clear Diesel

PWTP location has one 500 gallon above ground tank for #2 Clear Diesel

5. Fuel

a. Fuel type

Unleaded, Regular for OPS location
2 Clear Diesel for Ops and PWTP locations

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b. Estimated annual quantity

Unleaded Regular for Ops location	36,000 gallons
#2 Clear Diesel for Ops location	14,000 gallons
#2 Clear Diesel for PWTP location	2,600 gallons

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root-OPS Center / Nothing-PWTP**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency:

**San Diego Metropolitan Transit System (MTS)
San Diego Transit Corporation (SDTC)**

2. Name and address of facility

San Diego Transit Corp. (SDTC) – (Diesel and Gasoline)

Imperial Avenue Division (IAD)

100 16th Street

San Diego, CA 92101

Kearny Mesa Division (KMD)

4630 Ruffner Street

San Diego, CA 92111

VEOLIA/MTS – (Diesel Only)

East County Division

1213 N. Johnson Avenue

El Cajon, CA 92020

MTS Access & MCS Minibus (Gasoline Only)

Copley Park Division

7490 Copley Park Place

San Diego, CA 92111

San Diego Trolley, Inc – (Gasoline Only)

C Building

1535 Newton Avenue

San Diego, CA 92113

3. Contact information

SDTC/MTS & San Diego Trolley

Theodore Metz, Manager - MTS

Tel: (619) 446-4059

Cell: (619) 514-7334

Email: theodore.metz@sdmts.com

VEOLIA/MTS

Armando Acevedo, Maint. Mgr–Veolia

Tel.: 619-401-4510

Email: Armando.acebo@transdev.com

MTS Access & MCS Minibus

Chris Lunn, Maint. Manager – First Transit

Tel.: 858-737-7808

Cell: 619-666-1243

Email: chris.d.lunn@firstgroup.com

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Small tanker and/or large tanker

b. Delivery specifications

Diesel: Delivery hours is 8:00 am to 4:00 pm

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Gasoline: Delivery hours are 8:00 am to 4:00 pm (all locations except San Diego Trolley). Preferred delivery hours are 8:00 a.m. to 3:00 p.m. (MTS Access/MCS Minibus). San Diego Trolley delivery hours are 6:00 a.m. – 9:00 a.m.

c. Tank(s)

- 1) Number of tanks
- 2) Size of tank (in gallons)

DIESEL	SAN DIEGO TRANSIT CORP. (SDTC)
Tank:	IAD – Underground / 20,000 gallons
Delivered to:	IAD – 100 16 th Street, San Diego, CA 92101

DIESEL	VEOLIA / MTS
Tank:	Underground / 12,000 gallons
Delivered to:	East County Veolia/MTS: 1213 N. Johnson Avenue, El Cajon, CA 92020

GASOLINE	SAN DIEGO TRANSIT CORP. (SDTC)
Tank(s):	IAD – Underground / 18,000 gallons – Aboveground / 1,000 gallons KMD – Aboveground / 1,000 gallons
Delivered to:	IAD – 100 16 th Street, San Diego, CA 92101 KMD – 4630 Ruffner Street, Kearny Mesa, CA 92111

GASOLINE	MTS Access & MCS Minibus (Copley Park Division)
Tank(s):	Two (2) 10,000 gallon – Total: 20,000 gallons / Aboveground
Delivered to:	Copley Park Division (MTS Access & MCS Minibus) – 7490 Copley Park Place, San Diego, CA, 92111

GASOLINE	San Diego Trolley
Tank(s):	One (1) 600 gallon – Aboveground
Delivered to:	C Building, 1535 Newton Avenue, San Diego, CA, 92113

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5. Fuel

a. Fuel type and Estimated annual quantity

San Diego Transit Corporation (SDTC) - KMD		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane Approximately (1) load of 600 gallons every other week	1399	16,788

VEOLIA / MTS		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Diesel, Ultra Low Sulfur Carb Approved - (Clear), meets standard ASTM D-975 2D S15 Approx. Two (2) Loads Of 6,000 Gal. Per Week (Total Of 12,000 Gal Per Week)	13,636	163,641

SAN DIEGO TRANSIT CORPORATION (SDTC) - IAD		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane	8,137	97,647
Approx. One (1) Load Of 8,700 Gal. Every Month; Also Approx. One (1) Load Of 600 Gal. Every Other Week For Each Division	1200	14,400
	TOTAL: 9,337	TOTAL: 112,047
Diesel, Ultra Low Sulfur Carb Approved - (Clear), meets standard ASTM D-975 2D S15	625	7,500
MTS Access & MCS Minibus (Copley Park Division)		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane		
Approx. Two (2) Loads Of 7,500 Gal. Every Week	55,100	661,204

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San Diego Trolley		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane Approx. one (1) load Of 600 Gal. six days a week	12,350	148,200

6. Additional Information

Current Fuel Provider: Supreme Oil Company, Soco Group, Merrimac Petroleum, IPC, Flyers Energy, Southern Counties Lubricants

Tank Monitoring Equipment: Fleet watch at Kearney Mesa, Imperial Ave, East County, and Copley. No formal system at Building C

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

La Mesa Spring Valley School District

2. Name and address of facility:

La Mesa Spring Valley School District, Operations Center;
3838 Conrad Dr.
Spring Valley CA 91977

3. Contact information:

Nick Richard, Director Transportation, Warehousing
619-668-5767 Ext 4728
nick.richard@lmsvschools.org

4. Delivery

- a. Delivery type (e.g. tank/wagon or truck/trailer) : truck/trailer
- b. Delivery specifications: Aboveground Storage Tanks; Pumped to top of tank.
- c. Tank(s)
 - 1) Number of tanks: Two Tanks
 - 2) Size of tank (in gallons): 10,000 gallon diesel; 6000 gallon unleaded

5. Fuel

- a. Fuel type: diesel and unleaded
- b. Estimated annual quantity: 70,000 Gallons Diesel; 18,000 Unleaded
- c. Fuel specifications: ultra low sulfur diesel; regular unleaded

6. **Additional Information**

Current Fuel Provider: Supreme

Tank Monitoring Equipment: None

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

Rancho Santa Fe Fire Protection District

2. Name and address of facility

16936 El Fuego, Rancho Santa Fe, CA 92067 (Station 1)
16930 Four Gee Road, San Diego, CA 92127 (Station 2)
6424 El Apajo, Rancho Santa Fe, CA 92067 (Station 3)
18040 Calle Ambiente, Rancho Santa Fe, CA 92067 (Station 4)

3. Contact information

Fred Cox
18027 Calle Ambiente, Rancho Santa Fe, CA 92067
858-756-6002
cox@rsf-fire.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bobtail

b. Delivery specifications

Every two weeks or as needed

Expect emergency priority

c. Tank(s)

1) Number of tanks (**All above ground**)

6 tanks (see addresses above)

2) Size of tank (in gallons)

Station 1 – 1,500 gallons unleaded; 500 gallons diesel

Station 2 – 500 gallons unleaded; 500 gallons diesel

Station 3 – 1,000 gallons diesel

Station 4 – 1,000 gallons diesel

5. Fuel

a. Fuel type

ULS Diesel fuel

Regular Unleaded Gasoline

b. Estimated annual quantity

Diesel – 9,000 gallons

Unleaded – 24,000 gallons

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c. Fuel specifications

Diesel fuel, 2 NA1993, PGIII Ultra low sulfur 15 PPM or less
Regular Unleaded Gasoline, 3, UN1203, PGIII Unleaded ethanol 10%

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: All tanks are ConVault AST's, Fuel controllers are
"Fuel Force"

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

Sweetwater Union High School District

2. Name and address of facility

Transportation Department
1130 5th Ave.
Chula Vista, CA 91911

3. Contact information

Suzanne Gamez
(619) 691-5540 / suzanne.gamez@sweetwaterschools.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck / trailer

b. Delivery specifications

Transportation Dept.
1130 5th Ave.
Chula Vista, CA 91911

c. Tank(s)

- 1) Number of tanks = 2 diesel, 1 gasoline -**All underground**
- 2) Size of tank (in gallons) = 12,000 gal diesel, 15,000 gal diesel, 5,000 gal gasoline.

5. Fuel

a. Fuel type

Ultra low sulfur diesel
Regular Unleaded Gasoline

b. Estimated annual quantity: 240,000 gal. Diesel; 12,000 gal. gasoline

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

San Dieguito Union High School District

2. Name and address of facility

San Dieguito Union High School District
Transportation Department
1142 Bonita Dr
Encinitas, CA 92024

3. Contact information

Daniel Love
Daniel.love@sduhsd.net
(760) 753-8298 ext 5052
(760) 753-0179 ext 5400

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank

b. Delivery specifications

One day turnaround required, two day maximum, 4am – 5pm, M-F

c. Tank(s)

1) Number of tanks = 2 (**Both underground**)

2) Size of tank (in gallons)

Diesel = 12,000 Gallon

Unleaded = 5,000 Gallon

5. Fuel

a. Fuel types = Low Sulfur Diesel & Unleaded Mid-Grade

b. Estimated annual quantity

1) Low Sulfur Diesel = 70,000 Gallons

2) Unleaded Mid-Grade = 50,000 Gallons

c. Fuel specifications = Ultra Low Sulfur Diesel, Unleaded Mid-Grade.

6. **Additional Information**

Current Fuel Provider: SOCO

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Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

San Diego Unified School District

2. Name and address of facility

Transportation Department
4710 Cardin Street, San Diego, CA 92111
Phone (858) 496-8460/8480; Fax (858) 496-8700

3. Contact information

Keith Salkeld
Manager, Fleet Services / Transportation Department
(858) 496-8451 ksalkeld@sandi.net

John Groll
Contract Specialist / Strategic Sourcing & Contracts Department
San Diego Unified School District
2351 Cardinal Lane, Building M
San Diego, CA 92123
Phone: 858 522-5821
Fax: 619 542-5721 / E-mail: jgroll@sandi.net

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Full Truck & Trailer – full load only

b. Delivery specifications

Time is of the essence in regard to fuel delivery. All fuel deliveries must be made within 24 hours of notice of request for delivery. All deliveries shall be made between the hours of 6:00 a.m. and 3 p.m.

c. Tanks (**all underground**)

1) Number of tanks

4 Tanks (T1-T4)

2) Size of tank (in gallons)

Tank No. T1	30,000 gallons	Renewable Diesel
Tank No. T2	30,000 gallons	Renewable Diesel
Tank No. T3	20,000 gallons	Unleaded gas
Tank No. T4	20,000 gallons	Renewable Diesel

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AGENCY DETAILS

5. Fuel

a. Fuel type

Renewable Diesel
Unleaded (87 Octane)

b. Estimated annual quantity

1,400,000 gal Renewable Diesel
240,000 gal Unleaded (87 Octane)

c. Fuel specifications

Renewable Diesel
Unleaded (Octane 87) ASTM standard specifications

6. Additional Information

Current Fuel Provider: **IPC, Inc**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

South Bay Union School District

2. Name and address of facility

Transportation Department
2000 Leon Ave
San Diego, CA 92154

3. Contact information

Jennifer Smith
Purchasing Department
619-628-5385
jsmith@sbusd.org

4. Delivery

a. Delivery type (e.g. truck/trailer)

Bobtail

b. Delivery specifications

M-F, 7am-4pm

c. Tank(s)

1) Number of tanks

1 split tank (above ground, double walled, covered)

2) Size of tank (in gallons)

Gasoline 1000 gallon

Diesel 2000 gallon

5. Fuel

a. Fuel type

Gasoline- minimum Octane 87

Diesel- Ultra Low Sulfur Diesel

b. Estimated annual quantity

Gasoline – 30,000 gallons

Diesel – 20,000 gallons

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Husky 5885 (unsure)**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Carlsbad

2. Name and address of facility

City of Carlsbad/Fleet Operations
2480 Impala Dr.
Carlsbad, Ca 92010

3. Contact information

Amy Hazen, Acct Tech.
ph 760-931-2192
fax 760-438-1532
Amy.hazen@carlsbadca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Fuel tanker truck approx 7,000 gal load

b. Delivery specifications

Occasionally split load into two tanks

c. Tank(s)

1) Number of tanks (**all underground**)

2 unleaded, 1 diesel.

2) Size of tank (in gallons)

Tank #1 and #2 are 20,000 gal each.

Tank #3 is 12,000 gal.

5. Fuel

a. Fuel type: Unleaded Regular, Ultra Low Sulfur Diesel

b. Estimated annual quantity: 179,903 gallons unleaded; 52,843 gallons diesel

c. Fuel specifications: Unleaded Regular, Ultra Low Sulfur

6. **Additional Information**

Current Fuel Provider: SOCO and Propel Fuel

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Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? Yes

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Santee

2. Name and address of facility

Santee Fire Station No. 5
9120 Carlton Oaks Drive
Santee, CA 92071

3. Contact information:

Fire Chief Richard Smith
Office: (619) 258-4100 / Cell: (619) 871-2204

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer): Small Tanker Truck

B. Delivery Specifications: Gated Entry; Call Ahead Arrangements

To Be Made with Fire Station Personnel at (619) 258-4100 ext. 500.

c. Tank(s)

1) Number of tanks: (2) **(both above ground)**

2) Size of tank (in gallons)

Gasoline: 240 Gallons
Diesel: 500 gallons

5. Fuel

a. Fuel type: Unleaded Gasoline and Diesel

b. Estimated annual quantity:

Gasoline: 4,000 gallons
Diesel: 10,500 gallons

c. Fuel specifications: 87 Octane Unleaded Gasoline and Diesel #2.

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: "At-A-Glance" tank gauge

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

Escondido Union High School District

2. Name and address of facility

Transportation Yard,
1789 N. Broadway
Escondido CA. 92026

3. Contact information

Linda Rendon
Director, Transportation
(760) 291-3052
lrendon@euhsd.org

or

Sheri Walden
Director, Purchasing
(760) 291-3223
swalden@euhsd.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)
Truck

b. Delivery specifications
Bi weekly

c. Tank(s)

- 1) Number of tanks (1) one – **Above ground**
- 2) Size of tank (in gallons) 1500 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel.

b. Estimated annual quantity

35,000 gallons

Appendix B

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **Yes**

Appendix B

AGENCY DETAILS

1. Name of Agency

San Diego County Office of Education

2. Name and address of facility

6401 Linda Vista Road, San Diego, CA 92111

3. Contact information

Keith Hildreth

khildreth@sdcoe.net

858-292-3524 or 858-292-3587

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck "Bob Tail"

b. Tank(s)

1) Number of tanks – one (underground)

2) Size of tank (in gallons) 6000

5. Fuel

a. Fuel type

Regular unleaded.

b. Estimated annual quantity

44,000 gal.

6. **Additional Information**

Current Fuel Provider: Supreme Oil

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? Yes

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of La Mesa

2. Name and Address of facility:

Public Works Operations Center
8152 Commercial Street
La Mesa, CA

3. Contact Information:

Jack Phillips – Fleet Maintenance Supervisor
619.667.1393
jphillips@ci.la-mesa.ca.us

4. Delivery:

- a. Delivery type (e.g. tank/wagon or truck/trailer):

Truck/Trailer

- b. Delivery specifications: As Needed

- c. Tank(s):

- 1) Number of tanks: 2 (one – gasoline, one-diesel) (**both underground**)
2) Size of tank (in gallons): 12,000/each

5. Fuel:

- a. Fuel Type: **No 2 ULS Diesel** and Regular Unleaded Gasoline

- b. Estimated annual quantity: 26,000 gallons Diesel; 78,000 gallons Gasoline

6. **Additional Information**

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency:

Port of San Diego

2. Name and Address of facility:

1400 Tidelands Ave
National City, CA 91950
(Tanks 1 & 2)

10th Ave Marine Terminal
San Diego, CA 92101
(Tank 3)

3. Contact Information:

Charlie Starns, Maintenance Supervisor
Cstarns@portofsandiego.org
619-686-6331

4. Delivery:

a. Delivery type:

Truck (truck/trailer)

b. Delivery specifications:

Upon Request Only

c. Tank(s):

- 1) Number of tanks: 3
- 2) Size of tank (in gallons):

Tank 1 – 10,000 (Unleaded Regular) – Above Ground

Tank 2 – 5,000 (Renewable Diesel R-99-Clear) – Above Ground

Tank 3 – 1,850 (Off Highway Red ULS Diesel) – Gottwald Crane Fuel Tank

5. Fuel:

a. Estimated annual quantity and fuel specifications:

Tank 1 – Unleaded Regular – 52,000

Tank 2 – Renewable Diesel R-99-Clear – 11,000

Tank 3 – Off Highway Red ULS Diesel – 4,000

Appendix B

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

Zoological Society of San Diego

2. Name and address of facility

San Diego Zoo Safari Park
15500 San Pasqual Valley Rd.
Escondido, CA 92027-7017

3. Contact information

Dirk Monnartz
Fleet Maintenance Supervisor
p. 760.738.5087
f. 760.738.5092
dmonnartz@sandiegozoo.org

Kevin Brown
Lead Mechanic
p. 760.796.5655
f. 760.796.5605
kbrown@sandiegozoo.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bobtail truck

b. Delivery specifications

- 1) Weekly – Tuesdays prior to 9:00 a.m.
- 2) 1,500 Gallons Gasoline available on truck
- 3) Diesel ordered as needed.

c. Tank(s)

1) Number of tanks

4

2) Size of tank (in gallons)

- a. 87 Octane Gasoline – 1 @ 2,000 gallons (underground), 1 @ 1,000 gallons (above ground)
- b. Ultra low sulfur Diesel Grade 2 – 1 @ 2,000 gallons (underground), 1 @ 1,000 gallons (above ground)

Appendix B

5. Fuel

Fuel Type:

- 1) Gasoline Regular (87 Octane)
- 2) Ultra low sulfur Diesel Grade 2 (Highway)

b. Estimated annual quantity:

- 1) Gasoline 83,000 gallons
- 2) Diesel 28,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root-Both underground tanks, OPW-Diesel above ground tank, Morrison Bros-Gasoline above ground tank

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

Zoological Society of San Diego/ DBA San Diego Zoo Global

2. Name and address of facility

San Diego Zoo
3391 Richmond Street
San Diego

3. Contact information

Chuck Windt
CWindt@sandiegozoo.org
Zoo Garage @ (619) 231-1515 ext. 4303

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck or Truck/Trailer.

b. Delivery specifications

Delivery gate is available M-F/6:00 a.m. – 3:00 p.m.

c. Tank(s) (both underground)

- 1) Number of Tanks – One (1) Gas and one (1) Diesel
- 2) Size of Tank (in Gallons) – 10,000 gal/gas and 2,000 gal/diesel.

5. Fuel

a. Fuel type

Gasoline – Premium, Diesel – Clear Ultra Low Sulfur

b. Estimated annual quantity

Gasoline @ 140,000 gallons, Diesel @ 10,000 gallons.

c. Fuel specifications

Gasoline is Premium and Diesel is Clear Ultra Low Sulfur.

6. **Additional Information**

Current Fuel Provider: SOCO

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Tank Monitoring Equipment: **Veeder Root TLS-300**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

City of Chula Vista – Public Works Center
1800 Maxwell Rd.
Chula Vista, CA 91911

3. Contact information

Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck/trailer

b. Delivery specifications

As requested

c. Tank(s)

- 1) Number of tanks = 2 (**both above ground**)
- 2) Size of tanks (in gallons) = 12,000 each

5. Fuel

a. Fuel type

Regular Unleaded 87 octane gasoline
ULS Diesel-Clear (Carb approved)

b. Estimated annual quantity

Diesel = 69,200 gal.; Gasoline = 50,000

c. Fuel specifications: Diesel to meet ASTM standard D-6751.

6. **Additional Information**

Current Fuel Provider: SOCO

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Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

City of Chula Vista Fire Station #2
80 E. "J" St.
Chula Vista, CA 91910

3. Contact information

Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/wagon

b. Delivery specifications

Keep full

c. Tank(s)

- 1) Number of tanks = 2 (**both underground**)
- 2) Size of tank (in gallons) = 1,000 each

5. Fuel

a. Fuel type

Unleaded 87 octane gasoline
ULS Diesel-Clear (Carb approved)

b. Estimated annual quantity

Diesel = 20,200 gal.; Gasoline = 26,700 gal.

c. Fuel specifications

Diesel to meet ASTM standard D-6751.

Appendix B

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

**City of Chula Vista Fire Station #4
850 Paseo Ranchero
Chula Vista, CA 91911**

3. Contact information

**Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov**

4. Delivery

a. Delivery type (e.g. tank/wagon)

Tank/wagon

b. Delivery specifications

Keep full

c. Tank(s)

- 1) Number of tanks = 2 (both above ground)**
- 2) Size of tank (in gallons) = 500 and 1,000**

5. Fuel

a. Fuel type

**Red Diesel (off road)
ULS Diesel -Clear (Carb approved)**

b. Estimated annual quantity

Red Diesel = 500; Diesel = 10,800 gal.

c. Fuel specifications

Diesel to meet ASTM standard D-6751.

Appendix B

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

City of Chula Vista Fire Station #7
1640 Santa Venetia St.
Chula Vista, CA 91911

3. Contact information

Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/wagon

b. Delivery specifications

Keep full

c. Tank(s)

- 1) Number of tanks = 2 (**both above ground**)
- 2) Size of tank (in gallons) = 1,000 each

5. Fuel

a. Fuel type

Unleaded 87 octane gasoline
ULS Diesel-Clear (Carb approved)

b. Estimated annual quantity

Diesel = 18,650 gal.; Gasoline = 32,600 gal.

c. Fuel specifications

Diesel to meet ASTM standard D-6751.

Appendix B

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

San Diego Community College District

2. Name and address of facility

City College – 1400 Park Blvd., San Diego, CA

Mesa College – 7250 Mesa College Dr., San Diego, CA

Miramar College – 10440 Black Mountain Rd., San Diego, CA

3. Contact information

Donn Betz

Building and Grounds Supervisor - SDCCD

1544 Frazee Rd., San Diego, CA

dbetz@sdccd.edu / 619-388-6422

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Shorter Truck

b. Delivery specifications:

During business hours. Monday through Friday, 6:30 a.m. to 5:00 p.m.

c. Tank(s)

1) Number of tanks: Three tanks

2) Size of tank (in gallons): 1,000 gallons each.

5. Fuel

a. Fuel type: Mid-grade unleaded

b. Estimated annual quantity: 70,000 to 75,000 gallons.

c. Fuel specifications: Mid-grade unleaded.

6. **Additional Information**

Current Fuel Provider: Information not available

Tank Monitoring Equipment: Information not available

Does current fuel provider manage inventory on tanks? Information not available

Appendix B

AGENCY DETAILS

1. Name of Agency

County of San Diego

2. Name and address of facility

County of San Diego
Department of General Services
Fleet Maintenance Division

3. Contact information

Michael Collins
Fleet Coordinator
858.694.2151
Mike.collins@sdcounty.ca.gov

4. Delivery

- a. Delivery type (e.g. tank/wagon or truck/trailer)
17 sites require truck and trailer delivery
4 sites require bobtail delivery

- b. Delivery specifications
Monday – Friday 7:30 am to 3:30 pm
Deliver Upon Request from Department

c. Tank(s)

- 1) Number of tanks 37

- 2) Size of tank

Unleaded

- 1 20,000 gallon tank
- 1 15,000 gallon tank
- 14 12,000 gallon tanks
- 2 8,000 gallon tanks
- 1 2,000 gallon tank
- 2 1,000 gallon tanks

Diesel

- 13 12,000 gallon tanks
- 2 2,000 gallon tanks
- 1 1,000 gallon tank

Appendix B

AGENCY DETAILS

5. Fuel

a. Fuel type

Regular Unleaded
No. 2 Diesel
Bio-Diesel

b. Estimated annual quantity

Unleaded = 2.5 million gallons
Diesel = **561,506 gallons**

c. Fuel specifications

Regular Unleaded Gasoline
Ultra Low Sulfur Diesel

6. Additional Information

Current Fuel Provider: **Mansfield Oil Co.**

Tank Monitoring Equipment: **Veeder Root System**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Coronado

2. Name and address of facility

Primary Facility: Department of Public Services
City of Coronado
101 B Avenue
Coronado, CA 92118

Secondary Facility: Coronado Cays Fire Department, 101 Grand Caribe Causeway,
Coronado, CA 92118

Tertiary Facility: City of Coronado Golf Course, 635 Glorietta Blvd., Coronado, CA
92118

3. Contact information:

Cecilia Lyon, Management Analyst, Department of Public Services, 619.522.7311
cecilia@coronado.ca.us

Maria Herrera, Management Assistant, Department of Public Services, 619.522.7381
mherrera@coronado.ca.us

**Denise Johnson, Department of Public Services, (619) 522-7349,
djohnson1@coronado.ca.us**

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tanker aka tractor/trailer

b. Delivery specifications:

Primary Facility: Fuel is delivered every Tuesday and Thursday

Secondary Facility: Fuel is delivered every 2 months

Tertiary Facility: Fuel is delivered twice a month.

c. Tank(s)

1) Number of tanks

At Primary Facility (101 A Avenue): Two (2) above-ground tanks totaling 2,000
gallons unleaded and 1,000 gallons diesel

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At Secondary Facility (101 Grand Caribe Causeway): One (1) above-ground dual-fuel tank: 500 gallons unleaded, 1000 gallons diesel

At Tertiary Facility (635 Glorietta Blvd.): One (1) above-ground dual-fuel storage tank: 750 gallons diesel and 250 gallons unleaded gas.

2) Size of tank (in gallons):

Primary Facility: One 2,000 gallon tank (unleaded) and One 1,000 gallon tank (diesel)

Secondary Facility: One 1,500 gallon tank (dual-fuel)

Tertiary Facility: One 1,000 gallon tank (dual-fuel)

5. Fuel

a. Fuel type:

Mid-grade Unleaded & diesel,

b. Estimated annual quantity:

62,000 gallons unleaded mid-grade

26,000 gallons diesel

c. Fuel specifications:

Diesel must be mid-grade for our police vehicles.

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: OPW 200TG, At a Glance THERMAL, Krueger Sentry

Does current fuel provider manage inventory on tanks? Yes

Appendix B

AGENCY DETAILS

1. Name of Agency:

Valley Center-Pauma Unified School District

2. Name and Address of facility:

Transportation Department
28751 Cole Grade Rd.
Valley Center, CA 92082

3. Contact Information:

Cheri McGee
Director, Transportation
(760) 749-6382

Or

Lauren Holt
Purchasing
(760) 749-0464.
Holt.la@vcpusd.org

4. Delivery:

- a. Delivery type

Truck (truck/trailer)

- b. Delivery specifications

Once per Week

- c. Tank(s)

1) Number of tanks: 1 (split tank)

2) Size of tank (in gallons):

Tank 1 – 1,000 (87 Octane Regular) – Above Ground

Tank 2 – 4,000 (Ultra Low Sulfur Diesel) – Above Ground

5. Fuel:

- a. Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 23,090

Tank 2 – Ultra Low Sulfur Diesel – 40,659

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root System**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Public Works Tank 1
475 N. Spruce St.
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck and Trailer (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Weekly

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):

Tank 1 – 10,000 (87 Octane Regular) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 220,000 gallons

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Public Works Tank 2
475 N. Spruce St.
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck and Trailer (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Weekly

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 10,000 (87 Octane Regular) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 220,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Public Works Tank 3
475 N. Spruce St.
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Bi-Weekly

- c. Tank(s):

- 1) Number of tanks: 1

- 2) Size of tank (in gallons):

Tank 1 – 5,000 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 50,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lake Wohlford
25453 Lake Wohlford Rd
Escondido, CA 92027

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck and Trailer (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Quarterly

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 500 (87 Octane Regular) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 1,800 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

HARRF Tank 1
1521 S. Hale Avenue
Escondido, CA 92029

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):

Tank 1 – 1,000 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Ultra Low Sulfur Diesel Clear – 2,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

HARRF Tank 2
1521 S. Hale Avenue
Escondido, CA 92029

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 660 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Ultra low sulfur diesel Clear – 1,200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

HARRF Tank 3
1521 S. Hale Avenue
Escondido, CA 92029

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 660 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Ultra Low Sulfur Diesel Clear – 1,200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #1
3680 Sunset Drive
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
- 2) Size of tank (in gallons):
Tank 1 – 300 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 600 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #2
2698 S. Escondido Blvd.
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
- 2) Size of tank (in gallons):
Tank 1 – 105 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #3
2045 S. Escondido Blvd.
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
- 2) Size of tank (in gallons):
Tank 1 – 150 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 300 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #11
1400 Country Club
Escondido, CA 92029

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 80 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 160 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Police Shooting Range

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 100 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 500 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 1
310 N. Quince
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 2000 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 13,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 2
421 N. Midway
Escondido, CA 92027

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 3
1808 Nutmeg St
Escondido, CA 92026

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1

- 2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 4
3301 Bear Valley Pkwy
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1

- 2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 5
2319 Felicita Rd
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 6
1735 Del Dios Rd.
Escondido, CA 92029

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1

- 2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 7
1220 N. Ash St.
Escondido, CA 92027

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1

- 2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

Chula Vista Elementary School District

2. Name and Address of facility:

Education Service and Support Center
84 East J Street,
Chula Vista, CA 91910

3. Contact Information:

Ken Shilling - Fleet Maintenance Supervisor
619-425-9600 ext. 161605
Kenneth.shilling@cvesd.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 2

- 2) Size of tank (in gallons):

Tank 1 – 5000 (Unleaded) – Above Ground

Tank 2 – 5000 (Ultra Clear Low Sulfur Diesel) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 29,700 gallons

Tank 2 – 16,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Trusco-5,000 gallon tank, Veeder Root-10,000 gallon tank

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

Chula Vista Elementary School District

2. Name and Address of facility:

CVESD Corporate Yard
1855 Maxwell Road
Chula Vista, CA 91911

3. Contact Information:

Theron Neal, Director Transportation Services
619-425-9600 ext. 161602
Theron.Neal@cvesd.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 2
- 2) Size of tank (in gallons):

Tank 1 – 10,000 (Regular Unleaded) – Above Ground

Tank 2 – 10,000 (Ultra Clear Low Sulfur Diesel) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 4,000 gallons

Tank 2 – 76,800 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Trusco-5,000 gallon tank, Veeder Root-10,000 gallon tank

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

San Diego State University

2. Name and Address of facility:

SDSU Facilities
5500 Campanile Dr.
San Diego, CA 92182

3. Contact Information:

Cesar Romero, Assistant Director SDSU Facilities Dept.
619-594-4968
Cesar.romero@sdsu.edu

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 2

2) Size of tank (in gallons):

Tank 1 – 12,000 (Unleaded)

Tank 2 – 2,000 (Ultra Low Sulfur Red Diesel) – Off Highway

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 53,200 gallons

Tank 2 – 2,700 gallons

6. Additional Information

Current Fuel Provider: Information not available

Tank Monitoring Equipment: Information not available

Does current fuel provider manage inventory on tanks? Information not available

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: SC Commercial, LLC

Certified By Robert W. Bollar Title Corp. Sec.

 Name
Signature Date 2/25/19

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: SC Commercial, LLC, a Delaware limited liability company

ADA/DBA: SC Fuels

Address (Corporate Headquarters, where applicable): 1800 W. Katella Avenue, Ste. 400

City: Orange County: Orange State: CA Zip: 92867

Telephone Number: (714) 744-7140 Fax Number: (714) 922-7273

Name of Company CEO: Steven P. Greinke

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 5962 Priestly Drive

City: Carlsbad County: San Diego State: CA Zip: 92008

Telephone Number: (714) 744-7140 Fax Number: (714) 922-7273 Email: mdavis@thesocogroup.com

Type of Business: Wholesale commercial fuels and lubricant s Type of License: Business License

The Company has appointed: Chris Mattson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1800 W. Katella Avenue, Ste. 400, Orange, CA 92867

Telephone Number: 714-516-7294 Fax Number: _____ Email: mattsonc@scfuels.com

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory
☒ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of SC Commercial, LLC, a Delaware limited liability company

(Firm Name)

Orange, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25th day of Feb, 2019



(Authorized Signature)

Robert W. Bollar, Corp. Sec.

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: SC Commercial, LLC

DATE: 2/25/19

OFFICE(S) or BRANCH(ES): All employees

COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	6	1	0	0	0	0	2	1	16	7	0	0
Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	5	1	0	0	0	0	0	0	11	4	0	0
Administrative Support	1	2	6	7	0	2	0	0	0	0	6	16	0	2
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	7	0	0	0	0	0	0	0	3	0	0	0
Operative Workers	5	0	74	0	2	0	1	0	3	0	33	0	5	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	8	1	1	0	0	0	0	0	5	0	1	1

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	6	2	106	10	3	2	1	0	5	1	74	27	6	3
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Grand Total All Employees

246

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	6	0	0	1	0	0	0	1	6	1	0	1
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: SC Commercial, LLC

DATE: 2/25/19

OFFICE(S) or BRANCH(ES):

COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Grand Total All Employees

0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County)
Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public
Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community
and Social Service Specialists
Entertainers and Performers, Sports and Related
Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School
Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and
Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related
Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective
Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants
and Aides
Other Food Preparation and Serving Related
Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving
Workers
Supervisors, Personal Care and Service
Workers
Transportation, Tourism, and Lodging
Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment
Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair
Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and
Repair Workers
Supervisors, Construction and Extraction
Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal for Fuel

B. BIDDER/PROPOSER INFORMATION:

SC Commercial, LLC, a Delaware limited liability company		Ca	
Legal Name		DBA	
1800 W. Katella Avenue, Ste. 400	Orange	CA	92867
Street Address	City	State	Zip
Matt Davis, South Regional Manager	(760) 804-8460	(760) 929-8063	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jonathan DaDeppo	Bid Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Matt Davis	South Regional Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Patrick Barnecut	President
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Steven P. Greinke	Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Manager	
Interest in the transaction	

Southern Counties Oil Co., a California Limited Partnership	Member
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
100% Ownership of SC Commercial, LLC	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☒ Yes ☐ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☐ **Corporation** Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Type of corporation: C ☐ Subchapter S ☐

Is the corporation authorized to do business in California: ☐ Yes ☐ No

If **Yes**, after what date: _____

N/A

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☐ No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 08/24/2018 State of formation: Delaware

List the name, title and address of members who own ten percent (10%) or more of the company:

Southern Counties Oil Co., a California Limited Partnership owned by Frank P. Greinke, Steven P. Greinke, and
Cindy A. Greinke-Juliano

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ Yes ☒ No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Comerica Bank

Point of Contact: John Yarter

Address: 611 Anton Blvd #100, Costa Mesa, CA 92626

Phone Number: (714) 435-3923

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: will obtain upon award Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Anaheim (current)

Contact Name and Phone Number: Mike McCarty (714) 765-6826
Contact Email: MMcCarty@anaheim.net
Address: 200 S. Anaheim Blvd., Ste. 620, Anaheim,, CA 92805
Contract Date: January 1, 2014
Contract Amount: \$ 3,021,587.00
Requirements of Contract: Supply and deliver gas, diesel, & biodiesel

Company Name: Long Beach Public Transportation Co.
Contact Name and Phone Number: Mike Zito, Buyer (562) 599-8553
Contact Email: mzito@lbtransit.com
Address: 1963 E. Anaheim Street, Long Beach, CA 90813
Contract Date: July 1, 2016
Contract Amount: \$ 0.00
Requirements of Contract: Supply and deliver diesel fuel (\$ no stated)
Company Name: City of Los Angeles
Contact Name and Phone Number: Shane Vongchaisaree 213-978-3168
Contact Email: shane.vongchaisaree@lacity.org
Address: 111 E. First Street, Room 110, Los Angeles, CA 90012
Contract Date: July 1, 2006
Contract Amount: \$ 0.00
Requirements of Contract: Supply and deliver Unleaded (\$0 Maximum)

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ **Yes** ☒ **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒ **Yes** ☐ **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ **Yes** ☒ **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # N/A
- b. Woman or Minority Owned Business Enterprise Certification # N/A
- c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ **Yes** ☒ **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Robert W. Bollar, Corp. Sec.

Name and Title



Signature

2/25/19

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business? Yes.

- Cardlock Fuels System, Inc.
- PNEC Corporation
- Southern Counties Oil Co., a California Limited Partnership
- SC Retail, LLC
- United Fuel & Energy Corporation.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Robert W. Bollar, Corp. Sec.

Print Name, Title



Signature

2/25/19

Date

THE SOCO GROUP, INC.

OPIS Benchmark Pricing – August 13th, 2018 - 10:00am

1. Unleaded Gasoline = \$222.25/100 gallons = **\$2.225/gallon**
2. Ultra Low Sulfur Diesel = \$242.25/100 gallons = **\$2.4225/gallon**
3. Biodiesel (BRD Low Rack) = \$251.50/100 gallons = **\$2.5150/gallon**
4. Renewable Diesel = \$246.00/100 gallons = **\$2.4600/gallon**
(Unbranded Low Rack -Ultra Low Sulfur Diesel -Los Angeles)

ADDENDUM D
AUGUST 1st, 2018

Market Differential Price Schedule Proposal, Including Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City, with no changes to the spreadsheet formatting.
All four digits to the right of the \$0. decimal point must be completed by the Proposer. If one or more of the four digits called for are omitted by the Proposer, the City will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.
Any changes to or deviations from the below Price Schedule will be considered non-responsive and cause for the Proposer to be rejected as non-responsive.

AGENCY	DEPARTMENT	DIVISION OR LOCATION	FUEL TYPE	ESTIMATED ANNUAL QUANTITY (GALLONS)		TRANSPORT LOAD (-)		TRANSPORT LOAD (+)		SHORT TRANSPORT LOAD (-)		SHORT TRANSPORT LOAD (+)		TANK WAGON LOAD (-)		TANK WAGON LOAD (+)	Price per gallon with OPIS index pricing	Extended Price (total price per gallon x Annual Quantity)
CITY OF CARLSBAD	FLEET OPERATIONS		REGULAR UNLEADED GASOLINE	179,903	(-) \$0.		OR (+) \$0.	\$0.0192	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2417	\$403,288.56
CITY OF CARLSBAD	FLEET OPERATIONS		ULTRA LOW SULFUR DIESEL NO. 2	52,843	(-) \$0.		OR (+) \$0.	\$0.0238	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.4463	\$129,269.83
CITY OF CHULA VISTA	PUBLIC WORKS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	69,200	(-) \$0.		OR (+) \$0.	\$0.0244	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.4469	\$169,325.48
CITY OF CHULA VISTA	FIRE STATION 2		ULTRA LOW SULFUR DIESEL NO. 2	20,200	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2861	(-) \$0.		OR (+) \$0.		\$2.7086	\$54,713.72
CITY OF CHULA VISTA	FIRE STATION 4		ULTRA LOW SULFUR DIESEL NO. 2	10,800	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2861	(-) \$0.		OR (+) \$0.		\$2.7086	\$29,252.88
CITY OF CHULA VISTA	FIRE STATION 4		RED DIESEL-OFF ROAD	500	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2861	(-) \$0.		OR (+) \$0.		\$2.7086	\$1,354.30
CITY OF CHULA VISTA	FIRE STATION 7		ULTRA LOW SULFUR DIESEL NO. 2	18,650	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2861	(-) \$0.		OR (+) \$0.		\$2.7086	\$50,515.39
CITY OF CHULA VISTA	PUBLIC WORKS CENTER		REGULAR UNLEADED GASOLINE	50,000	(-) \$0.		OR (+) \$0.	\$0.0168	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2393	\$111,965.00
CITY OF CHULA VISTA	FIRE STATION 2		REGULAR UNLEADED GASOLINE	26,700	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2861	(-) \$0.		OR (+) \$0.		\$2.5086	\$66,979.62
CITY OF CHULA VISTA	FIRE STATION 7		REGULAR UNLEADED GASOLINE	32,600	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2861	(-) \$0.		OR (+) \$0.		\$2.5086	\$81,780.36
CITY OF LA MESA	PUBLIC WORKS OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	78,000	(-) \$0.		OR (+) \$0.	\$0.0168	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2393	\$174,665.40
CITY OF LA MESA	PUBLIC WORKS OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	26,000	(-) \$0.		OR (+) \$0.	\$0.0228	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.4453	\$63,577.80
CITY OF SAN DIEGO	FLEET SERVICES	CENTRAL OPERATIONS YARD	RENEWABLE DIESEL-R99	116,000	(-) \$0.		OR (+) \$0.	\$0.1048	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.5648	\$297,516.80
CITY OF SAN DIEGO	FLEET SERVICES	ROSE CANYON OPERATIONS YARD	RENEWABLE DIESEL-R99	161,000	(-) \$0.		OR (+) \$0.	\$0.1048	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.5648	\$412,932.80
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR LANDFILL (MINI OPS)	RENEWABLE DIESEL-R99	747,000	(-) \$0.		OR (+) \$0.	\$0.1055	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.5655	\$1,916,428.50
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR PLACE OPERATIONS YARD	RENEWABLE DIESEL-R99	529,000	(-) \$0.		OR (+) \$0.	\$0.1055	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.5655	\$1,357,149.50
CITY OF SAN DIEGO	FIRE-RESCUE	LIFEGUARD	REGULAR UNLEADED GASOLINE	16,438	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.0926	(-) \$0.		OR (+) \$0.		\$2.3151	\$38,055.61
CITY OF SAN DIEGO	FLEET SERVICES	CENTRAL OPERATIONS YARD	REGULAR UNLEADED GASOLINE	287,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2341	\$641,186.70
CITY OF SAN DIEGO	FLEET SERVICES	ROSE CANYON OPERATIONS YARD	REGULAR UNLEADED GASOLINE	185,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2341	\$413,308.50
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR PLACE OPERATIONS YARD	REGULAR UNLEADED GASOLINE	19,400	(-) \$0.		OR (+) \$0.	\$0.0122	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2347	\$43,353.18
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHERN	REGULAR UNLEADED GASOLINE	138,000	(-) \$0.		OR (+) \$0.	\$0.0122	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2347	\$308,388.60
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHEASTERN	REGULAR UNLEADED GASOLINE	128,000	(-) \$0.		OR (+) \$0.	\$0.0130	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2355	\$286,144.00
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, EASTERN	REGULAR UNLEADED GASOLINE	221,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2341	\$493,736.10
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, SOUTHEASTERN	REGULAR UNLEADED GASOLINE	107,000	(-) \$0.		OR (+) \$0.	\$0.0129	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2354	\$239,187.80
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, CENTRAL	REGULAR UNLEADED GASOLINE	322,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2341	\$719,380.20
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, WESTERN	REGULAR UNLEADED GASOLINE	155,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2341	\$346,285.50
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, SOUTHERN	REGULAR UNLEADED GASOLINE	95,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2341	\$212,239.50
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, MID-CITY	REGULAR UNLEADED GASOLINE	104,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2341	\$232,346.40
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHWESTERN	REGULAR UNLEADED GASOLINE	64,000	(-) \$0.		OR (+) \$0.	\$0.0131	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.		\$2.2356	\$143,078.40
CITY OF SAN DIEGO	FLEET SERVICES	FIRE-RESCUE, REPAIR FACILITY	REGULAR UNLEADED GASOLINE	28,000	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2872	(-) \$0.		OR (+) \$0.		\$2.5097	\$70,271.60
CITY OF SAN DIEGO	FLEET SERVICES	MISSION BAY GOLF COURSE	REGULAR UNLEADED GASOLINE	1,569	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.5962	(-) \$0.		OR (+) \$0.		\$2.8187	\$4,422.54
CITY OF SAN DIEGO	FLEET SERVICES	MISSION BAY GOLF COURSE	BIODIESEL, B5	1,126	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.5962	(-) \$0.		OR (+) \$0.		\$3.1112	\$3,503.21
CITY OF SAN DIEGO	GOLF OPERATIONS	TORREY PINES GOLF COURSE	REGULAR UNLEADED GASOLINE	12,579	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2146	(-) \$0.		OR (+) \$0.		\$2.4371	\$30,656.28
CITY OF SAN DIEGO	GOLF OPERATIONS	TORREY PINES GOLF COURSE	BIODIESEL, B5	11,827	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2146	(-) \$0.		OR (+) \$0.		\$2.7296	\$32,282.98
CITY OF SAN DIEGO	GOLF OPERATIONS	BALBOA PARK GOLF COURSE	REGULAR UNLEADED GASOLINE	1,216	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.3592	(-) \$0.		OR (+) \$0.		\$2.5817	\$3,139.35
CITY OF SAN DIEGO	GOLF OPERATIONS	BALBOA PARK GOLF COURSE	BIODIESEL, B5	1,413	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.3592	(-) \$0.		OR (+) \$0.		\$2.8742	\$4,061.24
CITY OF SAN DIEGO	FLEET SERVICES	SDCCU (QUALCOMM) STADIUM	REGULAR UNLEADED GASOLINE	1,630	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.1927	(-) \$0.		OR (+) \$0.		\$2.4152	\$3,936.78
CITY OF SAN DIEGO	FLEET SERVICES	SDCCU (QUALCOMM) STADIUM	ULTRA LOW SULFUR DIESEL NO. 2	1,760	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.1927	(-) \$0.		OR (+) \$0.		\$2.6152	\$4,602.75
CITY OF SAN DIEGO	COMMUNITY PARKS	MT HOPE CEMETERY	REGULAR UNLEADED GASOLINE	1,760	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2581	(-) \$0.		OR (+) \$0.		\$2.4806	\$4,365.86
CITY OF SAN DIEGO	COMMUNITY PARKS	MT HOPE CEMETERY	ULTRA LOW SULFUR DIESEL NO. 2	1,410	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2581	(-) \$0.		OR (+) \$0.		\$2.6806	\$3,779.65
CITY OF SAN DIEGO	FIRE-RESCUE	RESCUE HEADQUARTERS	ULTRA LOW SULFUR DIESEL NO. 2	510,299	(-) \$0.		OR (+) \$0.		(-) \$0.		OR (+) \$0.	\$0.2125	(-) \$0.		OR (+) \$0.		\$2.6350	\$1,344,637.87

CITY OF SAN DIEGO	PUBLIC UTILITIES	PUMP STATION 2 POINT LOMA WASTEWATER TREATMENT PLANT - GAS UTILIZATION FACILITY	ULTRA LOW SULFUR DIESEL NO. 2	100	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,2097	\$320.97
CITY OF SAN DIEGO	PUBLIC UTILITIES		ULTRA LOW SULFUR DIESEL NO. 2	200	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,2097	\$641.94
CITY OF SAN DIEGO	PUBLIC UTILITIES	GROVE AVENUE PUMP STATION	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,2097	\$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,2097	\$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT	REGULAR UNLEADED GASOLINE	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,0097	\$361.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	METROPOLITAN OPERATIONS CENTER	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,2097	\$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	OTAY RIVER PUMP STATION	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,2097	\$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	SOUTH BAY WATER RECLAMATION PLANT	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.		OR (+) \$0.	\$3,2097	\$385.16
CITY OF SAN DIEGO	FLEET SERVICES	CHOLLAS OPERATIONS YARD	RENEWABLE DIESEL- R99	578,000	(-) \$0.		OR (+) \$0.	\$0.1061	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,5661	\$1,483,205.80
CITY OF SAN DIEGO	FLEET SERVICES	CHOLLAS OPERATIONS YARD	REGULAR UNLEADED GASOLINE	349,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2341	\$779,700.90
CITY OF SAN DIEGO	PUBLIC UTILITIES	WATER OPERATIONS BRANCH, SYSTEM OPERATIONS DIVISION	ULTRA LOW SULFUR DIESEL NO. 2	2,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2898	(-) \$0.		OR (+) \$0.	\$2,7123	\$5,424.60
CITY OF SANTEE	FIRE STATION NO. 5		REGULAR UNLEADED GASOLINE	4,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2415	(-) \$0.		OR (+) \$0.	\$2,4640	\$9,856.00
CITY OF SANTEE	FIRE STATION NO. 5		ULTRA LOW SULFUR DIESEL NO. 2	10,500	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2415	(-) \$0.		OR (+) \$0.	\$2,6640	\$27,972.00
CITY OF CORONADO			ULTRA LOW SULFUR DIESEL NO. 2	26,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1334	(-) \$0.		OR (+) \$0.	\$2,5559	\$66,453.40
CITY OF CORONADO			MID-GRADE UNLEADED GASOLINE	62,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1334	(-) \$0.		OR (+) \$0.	\$2,3559	\$146,065.80
COUNTY OF SAN DIEGO			REGULAR UNLEADED GASOLINE	2,500,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2341	\$5,585,250.00
COUNTY OF SAN DIEGO			ULTRA LOW SULFUR DIESEL NO. 2	561,506	(-) \$0.		OR (+) \$0.	\$0.0139	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,4364	\$1,368,053.22
		ALTERNATIVE TO ULS DIESEL	RENEWABLE DIESEL- R99	561,506	(-) \$0.		OR (+) \$0.	\$0.1055	(-) \$0.	OR (+) \$0.	\$0.1255	(-) \$0.	OR (+) \$0.	\$0.4500	
ESCONDIDO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION YARD		ULTRA LOW SULFUR DIESEL NO. 2	35,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1486	(-) \$0.		OR (+) \$0.	\$2,5711	\$89,988.50
LA MESA SPRING VALLEY SCHOOL DISTRICT	OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	18,000	(-) \$0.		OR (+) \$0.	\$0.0131	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2356	\$40,240.80
LA MESA SPRING VALLEY SCHOOL DISTRICT	OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	70,000	(-) \$0.		OR (+) \$0.	\$0.0141	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,4366	\$170,562.00
PORT OF SAN DIEGO	1400 TIDELANDS		REGULAR UNLEADED GASOLINE	52,000	(-) \$0.		OR (+) \$0.	\$0.0167	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2392	\$116,438.40
PORT OF SAN DIEGO	1400 TIDELANDS		RENEWABLE DIESEL R-99-CLEAR	11,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1428	(-) \$0.		OR (+) \$0.	\$2,6028	\$28,630.80
PORT OF SAN DIEGO	10TH AVE. MARINE TERMINAL		ULTRA LOW SULFUR DIESEL NO. 2- RED	4,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1275	(-) \$0.		OR (+) \$0.	\$2,5500	\$10,200.00
RANCHO SANTA FE FIRE PROTECTION DISTRICT			REGULAR UNLEADED GASOLINE	24,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2784	(-) \$0.		OR (+) \$0.	\$2,5009	\$60,021.60
RANCHO SANTA FE FIRE PROTECTION DISTRICT			ULTRA LOW SULFUR DIESEL NO. 2	9,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2784	(-) \$0.		OR (+) \$0.	\$2,7009	\$24,308.10
SAN DIEGO COMMUNITY COLLEGE			MID-GRADE UNLEADED GASOLINE	75,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1888	(-) \$0.		OR (+) \$0.	\$2,4113	\$180,847.50
SAN DIEGO COUNTY OFFICE OF EDUCATION			REGULAR UNLEADED GASOLINE	44,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.0650	(-) \$0.		OR (+) \$0.	\$2,2875	\$100,650.00
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	VEOLIA/MTS		ULTRA LOW SULFUR DIESEL NO. 2	163,641	(-) \$0.		OR (+) \$0.	\$0.1024	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,5249	\$413,177.16
SAN DIEGO TRANSIT CORPORATION	IMPERIAL AVENUE DIVISION		REGULAR UNLEADED GASOLINE	112,047	(-) \$0.		OR (+) \$0.	\$0.0311	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2536	\$252,509.12
SAN DIEGO TRANSIT CORPORATION	KEARNY MESA DIVISION		REGULAR UNLEADED GASOLINE	16,788	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2884	(-) \$0.		OR (+) \$0.	\$2,5109	\$42,152.90
SAN DIEGO TRANSIT CORPORATION	IMPERIAL AVENUE DIVISION		ULTRA LOW SULFUR DIESEL NO. 2	7,500	(-) \$0.		OR (+) \$0.	\$0.0310	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,4535	\$18,401.25
METROPOLITAN TRANSIT SYSTEM ACCESS & MCS MINIBUS		COPLEY PARK DIVISION)	REGULAR UNLEADED GASOLINE	661,204	(-) \$0.		OR (+) \$0.	\$0.0352	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2577	\$1,492,800.27
SAN DIEGO TROLLEY			REGULAR UNLEADED GASOLINE	148,200	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.3237	(-) \$0.		OR (+) \$0.	\$2,5462	\$377,346.84
SAN DIEGO UNIFIED SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	240,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2341	\$536,184.00
SAN DIEGO UNIFIED SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		RENEWABLE DIESEL - R99	1,400,000	(-) \$0.		OR (+) \$0.	\$0.1048	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,5648	\$3,590,720.00
SAN DIEGO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		MID-GRADE UNLEADED GASOLINE	50,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2341	\$111,705.00
SAN DIEGO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	70,000	(-) \$0.		OR (+) \$0.	\$0.0160	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,4385	\$170,695.00
SOUTH BAY UNION SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	30,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1297	(-) \$0.		OR (+) \$0.	\$2,3522	\$70,566.00
SOUTH BAY UNION SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	20,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1297	(-) \$0.		OR (+) \$0.	\$2,5522	\$51,044.00
SWEETWATER AUTHORITY	OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	36,000	(-) \$0.		OR (+) \$0.	\$0.0190	(-) \$0.	OR (+) \$0.	(-) \$0.		OR (+) \$0.	\$2,2415	\$80,694.00
SWEETWATER AUTHORITY	OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	14,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2550	(-) \$0.		OR (+) \$0.	\$2,6775	\$37,485.00
SWEETWATER AUTHORITY	PERDUE WATER TREATMENT PLANT		ULTRA LOW SULFUR DIESEL NO. 2	2,600	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.4087	(-) \$0.		OR (+) \$0.	\$2,8312	\$7,361.12

SWEETWATER UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT	REGULAR UNLEADED GASOLINE	12,000 (-) \$0.	OR (+) \$0.	\$0.0180 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2405	\$26,886.00
SWEETWATER UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT	ULTRA LOW SULFUR DIESEL NO. 2	240,000 (-) \$0.	OR (+) \$0.	\$0.0210 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,4435	\$586,440.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO	PREMIUM UNLEADED GASOLINE	160,000 (-) \$0.	OR (+) \$0.	\$0.0107 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2332	\$312,648.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO SAFARI PARK	REGULAR UNLEADED GASOLINE	83,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1700 (-) \$0.	OR (+) \$0.	\$2,3925	\$198,577.50
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO	ULTRA LOW SULFUR DIESEL	10,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1700 (-) \$0.	OR (+) \$0.	\$2,5925	\$25,925.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO SAFARI PARK	ULTRA LOW SULFUR DIESEL NO. 2	28,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1700 (-) \$0.	OR (+) \$0.	\$2,5925	\$72,590.00
VALLEY CENTER - PAUMA USD	TRANSPORTATION DEPARTMENT	REGULAR UNLEADED GASOLINE	23,090 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2182 (-) \$0.	OR (+) \$0.	\$2,4407	\$56,355.76
VALLEY CENTER - PAUMA USD	TRANSPORTATION DEPARTMENT	ULTRA LOW SULFUR DIESEL NO. 2	40,659 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2182 (-) \$0.	OR (+) \$0.	\$2,6407	\$107,368.22
CITY OF ESCONDIDO	PUBLIC WORKS TANK 1	REGULAR UNLEADED GASOLINE	220,000 (-) \$0.	OR (+) \$0.	\$0.0216 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2441	\$493,702.00
CITY OF ESCONDIDO	PUBLIC WORKS TANK 2	REGULAR UNLEADED GASOLINE	220,000 (-) \$0.	OR (+) \$0.	\$0.0216 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2441	\$493,702.00
CITY OF ESCONDIDO	PUBLIC WORKS TANK 3	ULTRA LOW SULFUR DIESEL	50,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2125 (-) \$0.	OR (+) \$0.	\$2,6350	\$131,750.00
CITY OF ESCONDIDO	LAKE WOHLFORD	REGULAR UNLEADED GASOLINE	1,800 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2950 (-) \$0.	OR (+) \$0.	\$2,5175	\$4,531.50
CITY OF ESCONDIDO	HARRF TANK 1	ULTRA LOW SULFUR DIESEL	2,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.4250 (-) \$0.	OR (+) \$0.	\$2,8475	\$5,695.00
CITY OF ESCONDIDO	HARRF TANK 2	ULTRA LOW SULFUR DIESEL	1,200 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.4250 (-) \$0.	OR (+) \$0.	\$2,8475	\$3,417.00
CITY OF ESCONDIDO	HARRF TANK 3	ULTRA LOW SULFUR DIESEL	1,200 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.4250 (-) \$0.	OR (+) \$0.	\$2,8475	\$3,417.00
CITY OF ESCONDIDO	LIFT STATION 1	DIESEL - RED	600 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$1.7000 (-) \$0.	OR (+) \$0.	\$4,1225	\$2,473.50
CITY OF ESCONDIDO	LIFT STATION 2	DIESEL - RED	200 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$1.7000 (-) \$0.	OR (+) \$0.	\$4,1225	\$824.50
CITY OF ESCONDIDO	LIFT STATION 3	DIESEL - RED	300 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$1.7000 (-) \$0.	OR (+) \$0.	\$4,1225	\$1,236.75
CITY OF ESCONDIDO	LIFT STATION 11	DIESEL - RED	160 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$1.7000 (-) \$0.	OR (+) \$0.	\$4,1225	\$659.60
CITY OF ESCONDIDO	POLICE SHOOTING RANGE	DIESEL - RED	500 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$1.9444 (-) \$0.	OR (+) \$0.	\$4,3669	\$2,183.45
CITY OF ESCONDIDO	FIRE STATION 1	ULTRA LOW SULFUR DIESEL	13,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.3542 (-) \$0.	OR (+) \$0.	\$2,7767	\$36,097.10
CITY OF ESCONDIDO	FIRE STATION 2	ULTRA LOW SULFUR DIESEL	3,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.9770 (-) \$0.	OR (+) \$0.	\$3,3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 3	ULTRA LOW SULFUR DIESEL	3,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.9770 (-) \$0.	OR (+) \$0.	\$3,3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 4	ULTRA LOW SULFUR DIESEL	3,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.9770 (-) \$0.	OR (+) \$0.	\$3,3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 5	ULTRA LOW SULFUR DIESEL	3,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.9770 (-) \$0.	OR (+) \$0.	\$3,3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 6	ULTRA LOW SULFUR DIESEL	3,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.9770 (-) \$0.	OR (+) \$0.	\$3,3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 7	ULTRA LOW SULFUR DIESEL	3,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.9770 (-) \$0.	OR (+) \$0.	\$3,3995	\$10,198.50
CHULA VISTA ESD	EDUCATION CENTER	REGULAR UNLEADED GASOLINE	29,700 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1275 (-) \$0.	OR (+) \$0.	\$2,3500	\$69,795.00
CHULA VISTA ESD	EDUCATION CENTER	ULTRA LOW SULFUR DIESEL	16,000 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1275 (-) \$0.	OR (+) \$0.	\$2,5500	\$40,800.00
CHULA VISTA ESD	CORPORATE YARD	REGULAR UNLEADED GASOLINE	4,000 (-) \$0.	OR (+) \$0.	\$0.0210 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2435	\$8,974.00
CHULA VISTA ESD	CORPORATE YARD	ULTRA LOW SULFUR DIESEL	76,800 (-) \$0.	OR (+) \$0.	\$0.0189 (-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,4414	\$1



Lakeside Fire Protection District

Meeting Date: October 13, 2020

Item No: 9.D

Agenda Item Title: APPROVAL OF MUNICIPAL EMERGENCY SERVICES (MES) AS THE PROVIDER OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND OTHER FIRE RELATED EQUIPMENT AND SUPPLIES

Recommended Action:

It is recommended that the Board adopt Resolution # 20-037:

- A. Approving MES as the District's provider of PPE and related equipment and supplies.
- B. Approving a blanket purchase order not to exceed \$85,000 per year for a maximum of 6 years with included annual increase per the cooperative contract terms.
- C. Approve participation in the Intergovernmental Cooperative Purchasing Agreement through membership with National Purchasing Partners (NPPGov).
- D. Authorizing the Fire Chief to execute all agreement or contract signatures as necessary.

Background:

Lakeside Fire Protection District Policy 212 Purchasing and Accounts Payable" sets the guidelines to obtain timely delivery of price competitive commodities and services. This policy identifies the Purchasing and Contracting Authority for different types of purchases. The Board of Directors' is the awarding authority for purchases and contracts of \$50,000 or greater. The District uses MES as the provider for PPE, and related supplies and equipment and has been for several years. We also used MES to purchase SCBA's with warranties, SCBA parts, equipment, and testing. They possess the knowledge of our needs and provided excellent customer service.

Discussion:

The District has been purchasing PPE and other supplies and equipment from MES for several years. We also purchased our SCBA's, obtain annual SCBA flow tests, warranty repairs and other SCBA/PPE repairs from MES. MES has been very responsive and has delivered excellent customer service. MES is also participates in Cooperative Procurement Contracts Between Government Agencies. MES is part of National Purchasing Partners Government Division (NPPGov), which is is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. Their contracts are created through a public solicitation by a Lead Public Agency (contracts attached) and are competitively bid.

The District's Financial Procedures, under Section 8.0 of the Purchasing Procedures - "Cooperative Procurement Contracts Between Government Agencies" - Authorizes the

purchasing agent to participate in such agreements. Utilizing NPPGov national procurement contracts the District will have access to a broad range of publicly solicited contracts along with individual discount programs and negotiated contracts for below threshold purchases. NPPGov offers competitively bid contracts, with no additional Request For Proposal (RFP) necessary. This will save the District time and money in our procurement process.

Staff recommends approval from the Board to establish blanket purchase orders annually to coincide with the terms of the cooperative contract. The effective date of the contract was April 2020 with an initial term of 3 years and additional up to 3 year term extensions. If approved, a blanket purchase order will be created annually as long as this contract has not expired. Staff will return to the Board for a new approval when a new contract is established. Additionally, the average annual expenditures with MES is approximately \$85,000 per year and staff recommends establishing the blanket purchase order not to exceed \$85,000 per year for a maximum of 6 years.

Strategic Goals:

Ensure a highly accomplished and robust workforce to provide the highest level of services to the community, while maintaining fiscal responsibility.

Current Fiscal Impact:

Approval of this resolution does not have a fiscal impact because these costs are already included as part of the regular fiscal year 2020-2021 budget in the services & supplies category of the District's Budget.

Future/Ongoing Fiscal Impact:

The future fiscal impact will be included as part of the District's regular budget development process and are included under the services & supplies category of the budget.

Contact Information:

Humberto Lawler - 619-390-2350 Ex:008 - hlawler@lakesidefire.org

[Resolution 20-035](#)

[Firefighting Equipment Pricing Summary](#)

[MES/Lawmen Supply Company - Vendor Administration Agreement](#)

[PPE Master Price Agreement](#)

[PPE Pricing Summary](#)

[SCBA Master Price Agreement](#)

[NPPGov Intergovernmental Agreement](#)

[SCBA pricing summary](#)

[Firefighting Equipment Master Price Agreement](#)

RESOLUTION NO. 20-035

RESOLUTION OF THE GOVERNING BOARD OF THE LAKESIDE FIRE PROTECTION DISTRICT APPROVING THE PURCHASE ORDER FOR MUNICIPAL EMERGENCY SERVICES (MES) WITH THE USE OF COOPERATIVE PURCHASING PROCEDURES TO PURCHASE PERSONAL PROTECTIVE EQUIPMENT (PPE), SCBA'S, REPAIRS, TESTING, AND OTHER RELATED SUPPLIES AND EQUIPMENT

WHEREAS, the District has a need to provide for the safety of its personnel and community; and

WHEREAS, Personal Protective Equipment (PPE), SCBA, and related equipment is critical for firefighters while performing their daily and emergency duties; and

WHEREAS, the nature of the District's service requires that personnel are equipped with up to date protective clothing and fire equipment to be deployed at a moment's notice; and

WHEREAS, MES can deliver, supply, test, and repair SCBA's and PPE; and

WHEREAS, the District's Financial Procedures, under Section 8.0 of the Purchasing Procedures – "Cooperative Procurement Contracts Between Government Agencies" – Authorizes the purchasing agent to participate in; and

WHEREAS, approval of this resolutions has no impact to the budget in FY2020-2021; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lakeside Fire Protection District a public agency in the County of San Diego, California does hereby approve utilizing MES as the vendor for providing and delivering PPE, related equipment, and supplies to the District.

BE IT FURTHER RESOLVED by the Board of Directors of the Lakeside Fire Protection District that:

- Waive the competitive bidding process
- Authorize the participation in the Intergovernmental Cooperative Purchasing Agreement through membership with National Purchasing Partners (NPPGov) to purchase Personal Protective Equipment (PPE), Self-Contained Breathing Apparatus (SCBA), repairs, testing, related supplies and equipment from Municipal Emergency Services, Inc. (MES)

- The effective date of the contract was April 2020 with an initial term of 3 years and additional up to 3 year term extension for a total of 6 years.
- Establish a blanket purchase order with MES not to \$85,000 per year for a maximum of 6 years.
- Authorize the Fire Chief and/or his designee to process and sign all related documents

PASSED AND ADOPTED by the Board of Directors of the Lakeside Fire Protection District, County of San Diego, State of California, on the 13th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Bingham
Board President

Janise Bocskovits
Clerk of the Board

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED.	NOTES
Fire Firefighting Equipment				
1	Thermal Imaging Cameras	Seek	9% off current sheet	
1	Thermal Imaging Cameras	3M/Scott ISG	7% off current sheet	
1	Clothing	5.11	26 % off map of current sheet	
1	Clothing	Fire Dex	9% off current sheet	
1	Clothing	First Tactical	24% off current sheet	
1	Clothing	Elbeco	29% off current sheet	
1	Clothing	Fechierner	19% off current sheet	
1	Clothing	VF Work wear, Workrite and Horace Small	15% off current sheet	
1	Boots	5.11	26 % off map of current sheet	
1	Boots	Danner	19% off current sheet	
1	Boots	Bates	9% off current sheet	
1	Boots	Black Diamond	14% off current sheet	
1	Boots	Firedex	9% off current sheet	
1	Boots	Honeywell	5% off current sheet	
1	Boot	Lacrosse	19% off current sheet	
1	Gloves	5.11	26 % off map of current sheet	
1	Gloves	Dragonfire	9% off current sheet	
1	Gloves	Fire dex	9% off current sheet	
1	Gloves	Fire craft	9% off current sheet	

1	Gloves	Honeywell	5% off current sheet	
1	Gloves	Ringers	14% off current sheet	
1	Gloves	Veridian	28% off current sheet	
1	Flashlights	Streamlight	25% off current sheet	
1	Flashlights	Fox fury	11% off current sheet	
1	Flashlights	Pelican	8% off current sheet	
1	Flashlights	Kohler Brightstar	4% off current sheet	
1	Hoods	Firedex	9% off current sheet	
1	Hoods	Honeywell	5% off current sheet	
1	Hoods	Majestic	14% off current sheet	
1	Hoods	PGI	14% off current sheet	
1	Hoods	Veridian	28% off current sheet	
1	Helmets	Bullard	34% off current sheet	
1	Helmets	Fire dex	9% off current sheet	
1	Helmets	Honeywell	5% off current sheet	
1	Fans	Eramisco	19% off current sheet	
1	Fans	SuperVac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
1	Fans	Tempest	19% off current sheet	
1	Other accessories			
1	accessories	Fire dex	9% off current sheet	
1	Trauma Kits	Combat Medical	11% off current sheet	
1	Eye Protection	Ess Eye wear	25% off current sheet	

FIREFIGHTING ATTACK TOOLS				
2	Tools	Council tool	29% off current sheet	
2	Tools	Flamefighter	20% off current sheet	
2	Tools	Nupla	25% off current sheet	
2	Tools	Leatherhead	25% off current sheet	
2	Bat fans ect	Leader North America	19% off current sheet	
2	Saws/fans ect	Tempest	19% off current sheet	
2	Saws/fans ect	Super Vac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT,NV, UT,ID, OR, WA, AK

EXTRACTION TOOLS AND SUPPLIES				
3	RESCUE TOOLS	Ajax	14% off current sheet	
3	RESCUE TOOLS	Genesis	9% off current sheet	Valid only in UT,CO,NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IL
3	RESCUE TOOLS	Hurst	19% off current sheet	Valid On in NC, SC, NJ, PA, VA, TX, FL, TN, AL, GA, MS, OK, LA, AK
3	Cribbing and other rescue	Turtle Plastics	5% off current sheet	
3	Cribbing and other rescue	Plastics Plus	5% off current sheet	

SEARCH AND RESCUE EQUIPMENT				
4	Rescue	CMC	9% off current sheet	
4	Harness	Gemtor	14% off current sheet	
4	Detection	Industrial Scientific	6% off current sheet	
4	Rescue	Junkin	4% off current sheet	
4	Rescue	Lakeland	9% off current sheet	
4	Rescue	Mustang Survival	15% off current sheet	

4	Detection Testing	OHD	4% off current sheet	
4	Rescue	Petzel	9% off current sheet	
4	Rescue	PGI	14% off current sheet	
4	Rescue	Pigeon Mountain	4% off current sheet	
4	Rescue	PIP	4% off current sheet	
4	Rescue	RAE	1% off current sheet	
4	Rescue	Rescue 42	4% off current sheet	
4	Rescue	RIT	15% off current sheet	
4	Detection	Scott Gas Detection	4% off current sheet	
4	Rescue	Yates	4% off current sheet	

FIREFIGHTING AND FIREFIGHTER TRAINING

5	Training Regulators	Blast Mask	8% off current sheet	
5	Training Aids	Simulaid	7% off current sheet	

HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT

6	Hazmat gear	Avon Protection	15% off current sheet	
6	Hazmat suits	DuPont	14% off current sheet	MFG \$2000 min order
6	Hazmat gear	FSI North America	9% off current sheet	
6	Hazmat gear	Kappler	1% off current sheet	

FIRE EXTINGUISHERS

7	EXTINGUISHERS	Amerex	24% off current sheet	
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FIREFIGHTING FOAM

8	FOAM	National Foam	4% off current sheet	
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8	FOAM	Johnson Chemguard	19% off current sheet	
8	FOAM	Johnson Ansul	19% off current sheet	

FIREFIGHTING (MUNICIPAL) HOSES				
9	Hose	All American Hose	24% off current sheet	
9	Hose	Firequip	20% off current sheet	
9	Hose only	Kochek	24% off current sheet	
9	Hose	Matex	24% off current sheet	
9	Brass	Akron	19% off current sheet	
9	Brass	Action Coupling	24% off current sheet	
9	Brass	Elkhart	25% off current sheet	
9	Brass	Harrington	34% off current sheet	
9	Brass other than hose	Kochek	25% off current sheet	
9	Brass	S&H	Catalog which is roughly 20% off	
9	Brackets	Ziamatic	20% off current sheet	

FIRE PUMPS				
10	Fire Pumps	CET Pumps	9% off current sheet	

PERSONAL APPAREL, BADGES, ACCESSORIES				
11	Accessories	5.11	26% off current sheet MAP	
11	BADGES& Accessories	Blackington	15% off current sheet	
11	Accessories	Boston Leather	20% off current sheet	
11	Accessories	Elbeco	29% off current sheet	
11	Accessories	Fechierner	19% off current sheet	
11	Accessories	First Tactical	24% off current sheet	

11	Accessories	(VF Work wear, Workrite and Horace Small)	15% off current sheet
11	Service alterations and custom adds	MES shops	Net sheet

OTHER, Equipment not mentioned				
12	Body Armor	Point Blank Body Armor Products	29% off current sheet	
12	Body Armor	Point Blank Tactical Body Armor Products	19% off current sheet	
12	Body Armor	Paraclete Armor Products	19% off current sheet	
12	Body Armor	United Shield	19% off current sheet	
12	Protective items	3m Peltor	17% off current sheet	
12	Protective item	Diamond Hero Wipes	9% off current sheet	

MAINTENANCE, SERVICE AND TESTING				
13	Rescue Tool annual test and Maintenance as needed	MES Cert Tech	Net Sheet	

Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge.

When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order.

MES will present these shipping terms at time of each quote.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

NPPGov

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

VENDOR ADMINISTRATION AGREEMENT

Executive Summary

NPPGov <u>Corporate Offices:</u> 1100 Olive Way, Suite 1020 Seattle, WA 98101 1-877-329-8847 Contact Person: Bill DeMars <u>Reporting Address:</u> reports@mynpp.com, copy: Bill.DeMars@NPPGov.com <u>Administrative Fee Address:</u> For checks sent via USPS regular mail: <i>National Purchasing Partners P.O. Box 749720 Los Angeles, CA 90074-9720</i> For overnight packages sent via Fed Ex or UPS, the physical address is: <i>Bank of America Lockbox Services Lockbox 749720 2706 Media Center Drive Los Angeles, CA 90065-1733</i>	VENDOR MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES) ADDRESS 12 Turnberry Lane, 2nd Floor Sandyhook, CT 6482 CONTACT PERSON Seth Cosans EMAIL/PHONE/FAX Email: seth.cosans@mesfire.com PHONE: 410-960-2600
EFFECTIVE DATES	This Vendor Administration Agreement ("Agreement") shall be in effect for the duration of the Master Price Agreement referenced herein obtained as a result of a competitively solicited Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement.
In General	This Agreement entered into between MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES)

	(hereinafter referred to as "Vendor"), and National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO, First Responder GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov") is for the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) (the "Products" and "Services") to the members of NPPGov ("Members") and any other users of the contract as a result of the Master Price Agreement referenced herein.
Administrative Fee	Vendor agrees to pay NPPGov an administrative fee as established in this agreement based upon the Net Sales of Products and Services purchased off the Master Price Agreement during a Reporting Period (as that term is defined herein) and not under any other agreement ("Administrative Fee").
Contract Activity Reports	Vendor agrees to submit an electronic Contract Activity Report to NPPGov within thirty (30) days following the end of each Reporting Period. The Contract Activity Report will include the content and be in the format specified by NPPGov.
Permission to use Vendor Logo and to Market Vendor Products and Services	Vendor hereby grants NPPGov permission to market Vendor's Products and/or Services. Vendor agrees to provide NPPGov with all reasonable marketing information, including, but not limited to, logos, price sheets, and contact information. Furthermore, Vendor hereby authorizes NPPGov to utilize the Vendor company logo, copy (text) provided by Vendor about its Products and Services, links to the Vendor web site, price sheets, and other such material and information necessary to market Vendor to NPPGov Members.
Terms and Conditions	This Agreement, including the Terms and Conditions, shall constitute the entire agreement between NPPGov and Vendor with respect to the subject matter herein and shall supersede all prior verbal or written agreements, understandings, promises, and contracts between the parties.

NPPGov Vendor Administration Agreement

Terms and Conditions

In addition to the terms set forth in the Executive Summary, NPPGov and Vendor shall comply with the following general terms and conditions.

1. **Recitals.** This Agreement is made and entered into as of the Effective Date (as defined by the date of the final signature on the signature page hereto) by and between National Purchasing Partners, LLC ("NPPGov"), a Washington limited liability company, and MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES) ("Vendor").
 - a) NPPGov is a group purchasing organization ("GPO") which administers contracts for Products and Services offered to Member institutions located throughout North America; and
 - b) NPPGov provides a broad portfolio of agreements capable of serving all types of organizations; and
 - c) NPPGov utilizes sponsoring or "lead" state or local governmental Member institutions to secure agreements with Vendors that provide NPPGov Government Members with a pool of resources from which to obtain Products and Services of optimum value at discounted prices while satisfying state and federal competitive solicitation requirements; and
 - d) Vendor desires to provide Products and Services to Members pursuant to the terms of this Agreement and the Master Price Agreement referenced herein.
2. **Definitions.** Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them in this Paragraph 2:
 - a) *Administrative Fee:* The percentage of sales Vendor agrees to remit to NPPGov that are realized or generated as a consequence of this Agreement through the Master Price Agreement
 - b) *Contract Activity Report:* The report Vendor is required to submit to NPPGov that identifies all sales under this Agreement.
 - c) *Contract Period:* The period as defined in the Master Price Agreement executed by Vendor and the Lead Contracting Agency.
 - d) *Force Majeure Event:* A delay due to any causes beyond a party's reasonable control, including, but not limited to Acts of God, delays of vendors or carriers, strikes, terrorism, floods, fire, acts or demands of any government or governmental or regulatory agency, natural disasters, work stoppages, shortage of materials or transportation, actions or decrees of governmental bodies or communications failures or otherwise not the fault of a party hereto. Such failure or delay will not constitute a material breach of this Agreement.
 - e) *Lead Contracting Agency:* The governmental entity that issued the Request for Proposal or Invitation to Bid and awarded the resulting Master Price Agreement.
 - f) *Master Price Agreement* means the agreement between Vendor and League of Oregon Cities as a result of the FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP published on November 12th, 2019 incorporated herein by reference.
 - g) *Member:* Organizations, agencies and public entities providing public services (including their employees or volunteers) that have registered with NPPGov to participate in the program.

- h) *Minority Business /H.U.B.:* Any business certified by a federal, state or local governmental agency, or identified by a Member pursuant to such Member's own diversity initiatives or internal policies, as a Minority Business Enterprise, Small Business Enterprise, Historically Underutilized Business, Women-owned Business Enterprise, or some other comparable classification.
 - i) *Net Sales* means the gross sales for products and services to Members and other Participating Agencies directly related to the Master Price Agreement, less returns, taxes, credits and shipping costs
 - j) *Participating Agencies:* The governmental and nonprofit entities that are eligible to be members of NPPGov and wish to access the Master Price Agreement.
 - k) *Products and Services:* Those items, accessories, equipment or services to be provided to the Members by Vendor in accordance with the terms of the Master Price Agreement.
 - l) *Vendor:* Dealers, retailers, wholesalers, and/or manufacturers awarded the right to sell products and services to Members and other Participating Agencies as a result of the Master Price Agreement.
3. **Participating Agencies.** During the Contract Period, Vendor shall offer and sell the Products and Services to Members pursuant to the terms of the FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) Master Price Agreement executed by Vendor and the Lead Contracting Agency that extends its terms to NPPGov Membership. Participating Agencies shall be permitted to purchase Products and Services from Vendor at the prices or discounts identified in the Master Price Agreement.
4. **Marketing.** Vendor shall make reasonable efforts to market its Products and Services to NPPGov Members through its own internal means. Vendor may also participate in informational marketing programs that NPPGov provides to its members. Current marketing programs offered by NPPGov include, but are not limited to:
- a) Member Training: Opportunity to provide Members training on Products and Services offered by the Vendor.
 - b) NPPGov Exhibit Booth Promotion: Opportunity for Vendor contract to be promoted in NPPGov's booth at conferences.
 - c) Vendor Training: NPPGov will train Vendor's sales force on the terms of the Agreement through webinars or in-person training seminars.
 - d) Electronic Marketing: Electronic communication to members about vendor products and services.
 - e) Website: Vendor and contract offering information available on NPPGov website.

Participation in marketing programs is encouraged but voluntary.

5. **Marketing Materials - Use of Logo.** Vendor may reference NPPGov, dba Public Safety GPO, First Responder GPO and dba Law Enforcement GPO, and its logos in marketing materials provided that NPPGov has the opportunity to review printed materials prior to distribution and Vendor has complied with current NPPGov logo use specifications.
6. **Acknowledgment of National Distribution Expectations.** Vendor acknowledges that Members may be located throughout North America and that the ability of the Vendor to distribute Products and

Services on a national level is preferred. Vendor further acknowledges that multiple bid awards may be granted based upon distribution limitations and Products and Services offerings.

7. **No Disruption of NPPGov's Relationship with Participating Agencies.** Vendor shall not offer, persuade or seek to induce Members to terminate its status or relationship with NPPGov in any manner or form whatsoever. A breach of this Paragraph will constitute sufficient cause for NPPGov to terminate this Agreement and/or to seek damages from Vendor for loss of all actual and prospective Contract Administrative Fees resulting from such breach.
8. **Distribution to Participating Agencies.** Vendor shall sell and deliver Products and Services to the Participating Agencies' receiving area at the address such Participating Agency so specifies. Vendor shall obtain payment for delivered Products and Services directly from the Participating Agency. Vendor shall be solely responsible, at its cost, for resolving all disputes and controversies regarding any purchase order, invoice, product, shipment and/or delivery date with the applicable Participating Agency without liability, participation or contribution by NPPGov or the Lead Contracting Agency.
9. **Taxes.** If any tax is due with respect to the sale of Products and Services hereunder, it shall be Vendor's sole responsibility to collect and pay such tax.
10. **Restrictions on Use of Data.** Vendor hereby acknowledges and agrees that all NPPGov and/or Participating Agency information and data generated or otherwise made available to Vendor as a result of participation under this Agreement ("Data"), may be used by Vendor only for the following internal purposes: (i) reporting, and (ii) use of Data as "input data" in a collection of data, cumulative in nature, which does not disclose the source, at any time, of the input data. In no event shall Vendor sell, market or commercialize Data or create derivative Products and Services or applications for sale based on Data.
11. **State and Federal Procurement Laws.** Vendor acknowledges that Members are typically governmental entities and may be bound by state and/or federal competitive solicitation requirements as well as possible mandatory local vendor preference regulations. Vendor further acknowledges that amendment, modification and/or termination of select provisions of the Master Price Agreement obtained from the solicitation process, may prove necessary in order to comply with the laws of the state of origin of the Participating Agency. Vendor agrees to accommodate all reasonable requests by a Participating Agency to comply with federal, state and local laws.
12. **Minority Business Enterprise/H.U.B.** Certain Members may be required or encouraged by law, regulation and/or internal policy to do business with Minority or Historically Underutilized Businesses. To help the Members meet such requirements or policies, Vendor agrees to comply with all Participating Institution policies and programs with respect to such businesses as requested, and to provide, upon request by the Participating Agency, statistical or other information regarding Vendor's utilization of such businesses as vendors, contractors or subcontractors.

Term and Termination

13. **Term.** This Agreement shall be in effect for the duration of the Master Price Agreement referenced herein, unless otherwise terminated pursuant to the provisions of this Agreement.
14. **Termination by NPPGov With Cause.** NPPGov may terminate this Agreement for cause upon thirty (30) days' written notice to Vendor for failure by Vendor to cure the material breach within such thirty (30) day period, except to the extent that shorter notice and cure periods are specified below. For purposes of this Agreement, NPPGov shall have "cause" for termination if:
- a) Absent a Force Majeure Event, Vendor is unable to supply Participating Agencies with Products and Services at any time during the Contract Period, other than supplier and/or manufacturer delays and shortages beyond the control of Vendor; or
 - b) Vendor does not maintain the requisite insurance coverage specified herein; or
 - c) Where applicable, Vendor fails to notify NPPGov and the Participating Agencies within seven (7) days after (i) Vendor becomes aware of any defect or condition which may render any Products and Services in violation of the Federal Food, Drug and Cosmetic Act, or any other federal, state or local law, regulation or ordinance, or which in any way alters the specifications or quality of any Products and Services, or (ii) Vendor receives any notification of any regulatory action or warning letter concerning any Products and Services; or
 - d) Vendor fails to pay any Contract Administrative Fee or fails to submit any Contract Activity Report in accordance with this Agreement and such failure remains unresolved for ten (10) days after written notice of such failure; or
 - e) Vendor does not cure any error in reporting or payment identified as a result of an audit as provided in this Agreement; or
 - f) Vendor otherwise breaches this Agreement and fails to cure such breach within thirty (30) days after NPPGov gives written notice to Vendor thereof.
15. **Bankruptcy.** Each party hereto reserves the right, in its sole and exclusive judgment, to terminate this Agreement immediately upon notice thereof to the other party if (a) the other party transfers assets in fraud of its creditors, (b) the other party makes an assignment for the benefit of its creditors, (c) the other party is the subject of any proceeding in bankruptcy, (d) a receiver or trustee is appointed for the other party's property, or (e) one party believes, in good faith, that the other party is financially unable to carry out adequately its obligations under this Agreement.
16. **Termination by Vendor.** Vendor may terminate this Agreement for cause upon thirty (30) days written notice to NPPGov if NPPGov breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after Vendor gives written notice to NPPGov thereof.
17. **Rights and Obligations Following Termination.** Upon termination of this Agreement, NPPGov and Vendor shall have the following rights and obligations, which shall survive the termination of this Agreement:
- a) Neither party shall be released from any obligation arising under this Agreement prior to its termination, including, but not limited to, Vendor's obligation to pay NPPGov the Contract Administrative Fee in full with respect to any sale of Products and Services through the date of termination of this Agreement; and

- b) Vendor shall continue to honor each order for Products and Services, from each Member, up to the effective date of termination and for a period of thirty (30) days thereafter, which orders shall be subject to the pricing, terms and conditions of this Agreement; and
- c) Except as set forth herein, neither party shall release nor disseminate to any third party any proprietary information acquired from the other party as a result of this Agreement.

Vendor Fee and Reporting Requirements

18. Contract Activity and Administrative Fee Reporting.

- a) **Contract Activity Report.** Vendor shall submit to NPPGov or its Designee a Contract Activity Report in electronic form as specified in this section. Vendor shall remit this report to NPPGov within thirty (30) days after the close of each Reporting Period. For purposes of this Agreement, "Reporting Period" shall mean each calendar quarter. The Contract Activity Report shall be substantially in the form of Addendum A attached hereto, as may be amended from time to time. The Contract Activity Report shall reference Contract Number CN.
- b) **Contract Administrative Fee Reporting Specifications.** Vendor shall provide NPPGov with a description of Vendor's process for loading the NPPGov Members into its reporting systems and tracking and reporting sales by the Members under the Master Price Agreement. The description should include:
 - i) Information concerning how Vendor adds Member Institutions, enters pricing terms into its reporting systems, how Vendor makes such pricing terms available to Members, and any uses of letters of commitment, if applicable.
 - ii) The names of the individual(s) responsible for this process and procedure.

19. Payment of Administrative Fees.

- a) **Percentage of Net Sales.** Vendor shall remit to NPPGov, together with a Contract Activity Report, an Administrative Fee equal to one and two percent (2.0%) of Net Sales to users of the contract. The Administrative Fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs. Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov
- b) **Method of Payment.** Vendor shall pay the Administrative Fee in U. S. Dollars by ACH transfer, or by check or bank draft made payable to "NPP" and shall remit the Administrative Fee to NPPGov within thirty (30) days after the close of each Reporting Period.

ACH transfer is the preferred method. Addendum A includes banking information for electronic transfers. Administrative Fee payments via check or bank draft shall be made to the following address:

For checks sent via USPS regular mail the address is:

**National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720**

For any overnight packages sent via Fed Ex or UPS, the physical address is:

**Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733**

Please send electronic forms to reports@mynpp.com

Each Administrative Fee payment must be accompanied by the following information to be provided by Vendor to NPPGov:

- 1) Vendor's name (If a parent or affiliate corporation is making a payment on behalf of Vendor, Vendor's name as it appears on this Agreement shall be identified on the face of the check stub or on the payment notice); and
 - 2) NPPGov contract number CN, provided by NPPGov; and
 - 3) Reporting Period for which the Contract Administrative Fee is being paid (e.g., 1/1/17 - 3/31/17); and
 - 4) The Contract Activity Report.
- c) **Discrepancies.** Except for cases involving fraud, either party must report any discrepancies or disputes regarding the administrative fee to the other party within ninety (90) days of the expected payment of administrative fees, or they will be deemed correct and binding on the parties.

20. **Right to Audit.** Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions subject to this Agreement in order to verify compliance with this Agreement. Subject to confidentiality agreements, all such books, records and accounts shall be available for inspection and audit by NPPGov and its authorized representatives at any time during the term of this Agreement and for one (1) year thereafter, but no more frequently than twice in any consecutive twelve (12) month period and only during reasonable business hours and upon reasonable notice. If any NPPGov audits disclose a failure to provide the correct sales tracing information, NPPGov shall have the right, at NPPGov's option, to increase the frequency and scope of audits. If any of NPPGov's audits disclose a failure to provide the correct Contract Administrative Fee, NPPGov shall have the right, at NPPGov's option, to immediately terminate this Agreement while retaining the right to pursue collection of its earned fees and Vendor shall be responsible for the payment of the audit. Should any audit produce evidence that overcharges were incurred by Participating Agencies, Vendor shall credit said Members within thirty (30) days of written notice of said overcharge. If an audit of Vendor invoices or other records reveal any variance from any invoice to any Member, Vendor shall immediately refund any excess payment received from the Member.

21. **Notice**

- a) Every notice and other communication to NPPGov in connection with this Agreement shall be in writing. Each such notice and other communication shall be sent to NPPGov at the following address until otherwise notified in writing by NPPGov:

**NPPGov
1100 Olive Way, Suite 1020
Seattle, WA 98101**

*Please note: Minor reporting issues may be directed to the Contract Administrator at contracting@nppgov.com or (877) 329-8847.

- b) Unless otherwise notified by Vendor, every notice and other communication to Vendor in connection with this Agreement, including reporting discrepancies and problem resolution, shall be in writing and shall be addressed to:

VENDOR INFORMATION
MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES)
RFP 1915
12 Turnberry Lane, 2nd Floor
Sandyhook CT 6482

Vendor must provide NPPGov written notice within thirty (30) days following a change in the above contact information.

- c) Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the postmark date of such written notice. NPPGov and Vendor may modify the addresses for such notices provided such modification is given in writing.

Warranties, Indemnification and Law

22. **Products and Services Warranty.** Vendor represents and warrants to NPPGov that all original manufacturers' warranties will be transferred to end-users to the fullest extent allowable under applicable law and all Products and Services will not be improperly stored, reprocessed or repackaged from its original state.
23. **Compliance with all Applicable Laws.** In the performance of its duties and obligations under this Agreement, each party shall at all times comply with all applicable federal, state and local laws, statutes, regulations, rules, orders and ordinances now in effect or as hereafter enacted, amended or promulgated.
24. **Indemnification.** To the fullest extent permitted by law, each party shall indemnify, defend (at the party's sole expense) and hold harmless the other party, affiliated companies of the other party, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against any and all third party claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, reasonable attorneys' fees and costs and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Products or Services performed or provided by the party or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the party, its employees or agents, whether active or passive. Such party shall not be obligated to indemnify and defend the other party for claims found to be due to the sole negligence or willful misconduct of indemnified parties. These indemnification obligations shall survive expiration or other termination of this Agreement.

25. **Insurance.** Vendor shall maintain insurance coverage adequate to fully protect Vendor and NPPGov from any and all claims of any nature for damage to property or for personal injury, including death, made by any person or entity arising from Products and Services sold through Vendor or actions related to Products and Services sold through Vendor (including subcontractors, employees, consultants or agents of Vendor). Upon request, Vendor shall provide evidence of insurance coverage as specified above.

General Provisions

26. **Products and Services Returns.** Notwithstanding the express written terms of the Master Price Agreement, each Participating Agency shall have the right to return, without penalty, cost or delay, any excess or unnecessary Products and Services for full original purchase price credit under any of the following circumstances: (a) the Products and Services are received outdated or are otherwise unusable; (b) the Products and Services are received damaged, or is defective or nonconforming; (c) the manufacturer or Vendor specifically authorizes for return through a Vendor; or (d) the Products and Services are recalled, provided Products and Services are returned through the Vendor. Vendor shall issue credit to a Participating Agency within thirty (30) days of the date of return.
27. **Confidentiality.** Except as may be required by law or as reasonably required to conduct their respective businesses, NPPGov and Vendor shall not use, publish or disclose or cause anyone else to use, publish or disclose any confidential information obtained in connection with the negotiation and implementation of this Agreement. NPPGov and Vendor shall maintain the confidentiality of the terms of this Agreement, as well as all negotiations prior to the Effective Date. The above restrictions on disclosure and use shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was made available to other third persons on a non-confidential basis prior to the execution of this Agreement, (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, subpoena or court order to be disclosed. NPPGov may disclose such confidential information to its Shareholders and Participating Agencies and any employee or advisor of NPPGov with a bona fide need to know, in its evaluation, operation or interpretation of this Agreement. NPPGov and Vendor may disclose the existence of this Agreement and other information, such as the overall savings expected to be realized from this Agreement, subject to the written approval of the other party. The provisions of this clause shall survive the expiration or termination of this Agreement regardless of the cause of termination.
28. **Independent Contractors.** The parties shall be and act as independent contractors. Nothing in this Agreement shall (a) constitute the formation of a partnership, agency, joint venture or employment relationship, or (b) give the right, power or authority to one party to bind the other.
29. **Unenforceable Provision.** If one or more of the provisions of this Agreement, or the application or interpretation thereof, is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the provisions deemed invalid or unenforceable replaced with

valid and enforceable provisions which achieve the intent of Vendor and NPPGov in entering into this Agreement.

30. **Force Majeure.** Except for the obligation to pay money, if either NPPGov or Vendor is unable to discharge any obligation imposed by this Agreement, the non-complying party shall not be liable in the event such failure is due to a Force Majeure Event.
31. **Assignment.** This Agreement shall bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party. For purposes of this Paragraph, "assignment" shall be deemed to include (a) the sale or transfer of any rights or obligations under this Agreement, and (b) a change in the identity of the person(s) or entity(ies) owning a majority of the issued and outstanding voting securities of a party's parent corporation(s). Any attempt by a party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party shall be null and void and shall entitle the nonassigning party, at its sole and exclusive option, to terminate this Agreement in its entirety. Subject to the limitations on assignment set forth in this Paragraph, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of the parties.
32. **Non-Waiver of Provisions.** No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. Except as expressly provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof. The waiver by either party of any breach or default by the other party shall not be construed to be either a waiver of any subsequent breach or default of any such provision, of the same or different kind, or a waiver of the provision itself.
33. **Section Headings.** All section headings contained herein are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof, or affect the meaning or interpretation of this Agreement.
34. **Signature of Duly Authorized Representative.** Duly authorized representatives or agents of both NPPGov and Vendor shall sign this Agreement, and such signatures shall be conclusive proof of that person's authority to bind NPPGov and Vendor, respectively.
35. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to choice or conflict of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause set forth herein.
36. **Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be Seattle, Washington. Each party shall bear its own costs and expenses including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having

jurisdiction thereof. The provisions of this clause shall survive the expiration or termination of this Agreement regardless of the cause of termination.

37. **Addenda; Entire Agreement.** The Executive Summary and Terms as well as all Addenda to this Agreement are an integral and binding component of this Agreement, and are incorporated fully herein by this reference. In the event of any actual or perceived inconsistencies or conflicts between this Agreement and any Addenda hereto, the provisions of this Agreement shall govern. This Agreement, together with all Addenda, shall constitute the full and complete Agreement between the parties as to the terms outlined herein.
38. **Amendment, Modification and Cancellation.** The parties may, from time to time, agree to modify the terms of this Agreement; provided, however, that the amendment is in writing and signed by an authorized representative of both parties. Both parties reserve the right to cancel this Agreement in whole or in part if the other party breaches this Agreement and does not correct such failure within thirty (30) days of receiving written notice from the other party specifying such failure or if the other party in any respect repudiates or otherwise breaches the terms hereof.
39. **Authorized Use of NPPGov Membership List (“the List”).** NPPGov may occasionally provide Vendor with the List. The authorized use shall consist solely and exclusively of the provisions of this section, unless otherwise approved upon in writing by NPPGov. Vendor may use the entire NPPGov Membership List for generating in-house reports and reporting purposes only. NPPGov may telemarket, fax, email, and mail promotional materials on behalf of Vendor at NPPGov’s discretion. In addition, and at NPPGov’s discretion, NPPGov may provide Vendor with partial membership lists that may be used for marketing purposes if, and only if, the Member has “opted in” for receipt of marketing materials. In those instances where Vendor has been granted use of all or a portion of the List for marketing purposes, Vendor must provide NPPGov with a copy of any marketing material to be emailed or mailed to Members using the List prior to dissemination.
- a) Vendor specifically may not:
 - i) copy, modify, alter adapt or transfer the List, in whole or in part, except to engage in the authorized use set forth in this section; or
 - ii) disclose, distribute, rent, sub-license or lease the List to any third party or use the List to provide service for other parties without prior written consent of NPPGov.
 - b) NPPGov WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE VENDOR’S USE OF OR INABILITY TO USE THE LIST. NPPGov IS NOT RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY THE VENDOR, INCLUDING BUT NOT LIMITED TO THOSE COSTS INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS, AS THEY RELATE TO THE USE OF THE LIST.
 - c) Vendor shall be held solely responsible for any and all damages arising from use of the List by Vendor agents, employees, contractors or anyone else given access to the List by the Vendor. The Licensee shall indemnify NPPGov and be held unconditionally responsible for any and all damages sustained by NPPGov for such use including, but not limited to, all costs and reasonable attorney fees related to litigation. Vendor also consents to the entry of an order enjoining any use of the List in violation of the Agreement to prevent further and continuing damage.

40. **Limitation of Actions.** No action, regardless of form, arising out of these terms and conditions may be commenced more than one year after the cause of action has occurred, except an action for nonpayment.

41. **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed by National Purchasing Partner's authorized representative (the "Effective Date").

VENDOR: SUPPLY COMPANY (MES)	MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN 12 Turnberry Lane, 2nd Floor Sandyhook, CT 6482
AUTHORIZED REPRESENTATIVE:	DocuSigned by: 
BY:	Seth Cosans
PRINTED NAME:	Contract Administrator
TITLE:	3/28/2020
DATE:	

NAME:	NPPGov
ADDRESS:	1100 Olive Way, Suite 1020 Seattle, WA 98101
AUTHORIZED REPRESENTATIVE:	DocuSigned by: 
BY CONTRACT MANAGER:	Bruce Busch
PRINTED NAME:	Senior Vice President
TITLE:	3/28/2020
DATE:	

VENDOR ADMINISTRATION AGREEMENT ADDENDUM A

Quarterly Volume Sales Reporting Requirements

Vendor is required to submit a **Contract Activity Report** for each Reporting Period pursuant to the terms of this Agreement. The following should be included with the Contract Activity Report:

- Contract Activity Report Excel spreadsheet template format
- Description of each required field (reference Schedule A-1)

Step One: Complete the Contract Activity Report

Even if you have had no sales, please submit a report indicating zero (0) sales for Reporting Period. Reference Contract Number CN on the Contract Activity Report.

Step Two: Submit the Contract Activity Report and Administrative Fee Payment

In accordance with the terms of this Agreement the Contract Activity Report and Administrative Fee payment are due within thirty (30) days following the end of the Reporting Period.

January 1 - March 31

April 1 - June 30

July 1 - September 30

October 1 - December 31

ACH TRANSFER IS THE PREFERRED PAYMENT METHOD

Account Name	National Purchasing Partners LLC	
Bank Account Number	10492007	
ABA Routing Numbers		
ACH Transfers	125000024	
Wire Transfers	026009593	
Company Name	National Purchasing Partners LLC	
Address	1100 Olive Way	
	Suite 1020	
	Seattle, WA 98101	
Federal ID Number	20-3470995	
Bank Name	Bank of America	
Bank Address	800 Fifth Avenue	
	Floor 37	
	Seattle, WA 98104	
Bank Contact	Debbie Veenhuizen	Phone: 888-426-1411
		Ext: 21422

IF UNABLE TO MAKE PAYMENT VIA ACH TRANSFER, MAILED ADMINISTRATIVE FEE PAYMENTS ARE SENT TO:

For checks sent via USPS regular mail the address is:

**National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720**

For any overnight packages sent via Fed Ex or UPS, the physical address is:

**Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733**

EMAIL THE COMPLETED CONTRACT ACTIVITY REPORT TO:

reports@mynpp.com

Contact:

Please contact Bill DeMars at 1.612.325.2537 or [Bill DeMars](#) with any questions or concerns.

Schedule A-1

Contract Activity Report

Vendor Name	Contract Number	NPPGov Member ID	Customer Name	Customer Address1	Customer Address2	Customer City	Customer State	Customer Zip Code	Total Amount	Admin Fee Percent	Admin Fee	Start Date	End Date

*Please right-click and select “Worksheet Object, Edit” in order to scroll through the spreadsheet. Please contact NPPGov for an Excel version.

Certificate of Completion

Envelope Id: 585841E550C9404D98D7276E4B874066	Status: Completed
Subject: Please DocuSign: NPPGov Vendor Administration Agreement.docx	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.26.140.80

Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
3/28/2020 11:17:43 AM	bill.demars@nppgov.com	

Signer Events

Seth Cosans
seth.cosans@lawmensupply.com
Contract Administrator

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

42A79292869542B...

Signature Adoption: Pre-selected Style
Using IP Address: 173.49.115.251

Timestamp

Sent: 3/28/2020 11:21:08 AM
Viewed: 3/28/2020 2:42:30 PM
Signed: 3/28/2020 2:43:02 PM

Electronic Record and Signature Disclosure:

Accepted: 3/23/2020 11:11:56 AM
ID: d183df9f-9d87-49f9-b6ea-932f2859b802

Bruce Busch
bruce.busch@mynpp.com
Senior Vice President

National Purchasing Partners

Security Level: Email, Account Authentication (None)

DocuSigned by:

D15417148A5A4D4...

Signature Adoption: Uploaded Signature Image
Using IP Address: 174.238.2.102
Signed using mobile

Sent: 3/28/2020 2:43:04 PM
Viewed: 3/28/2020 7:53:50 PM
Signed: 3/28/2020 7:54:34 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/28/2020 2:43:04 PM
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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	3/28/2020 7:53:50 PM
Signing Complete	Security Checked	3/28/2020 7:54:34 PM
Completed	Security Checked	3/28/2020 7:54:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MUNICIPAL EMERGENCY SERVIUCES, INC./LAWMEN SUPPLY COMPANY (MES) ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY
12 Turnberry Lane
2nd Floor
Sandyhook, CT 06482
ATTN: Seth Cosans
Email: seth.cosans@mesfire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

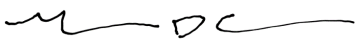
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/23/2020

VENDOR:

DocuSigned by:
Signature: 
42A79292869542B...

Printed Name: Seth Cosans

Title: Contract Administrator

MUNICIPAL EMERGENCY SERVIUCES, INC./LAWMEN SUPPLY COMPANY (MES)

Dated: 3/23/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED.	NOTES
Fire (Firefighter) Turnout Gear				
	Turnout Gear	Fire dex	9%	
	Turnout Gear	Honeywell	5%	
	Turnout Gear	Tecgen	9%	
Wildland Fire Fighting Protective Gear				
	Wildland all available ensemble	Crew Boss (Western Shelter)	9%	
	Wildland all available ensemble	Fire dex	9%	
	Wildland all available ensemble	PGI	9%	
	Wildland all available ensemble	Tecgen	9%	
EMS & General Fire Garments, Technical Rescue, USAR/ Urban Search and Rescue Emergency Medical Operations Protective Ensembles, And Station Wear				
	Tec/USAR/Station Wear	5.11	26%	off current MAP sheet
	Tec/USAR/Station Wear	Elbeco	29%	
	Tec/USAR/Station Wear	Fechierner	19%	
	Tec/USAR/Station Wear	First tactical	24%	
	Tec/USAR/Station Wear	Honeywell	5%	
	Tec/USAR/Station Wear	(VF WORKRITE WORK WEAR HORACE SMALL)	15%	
Helmets				
	Helmets	Bullard	34%	
	Helmets	Fire dex	9%	
	Helmets	Honeywell	5%	
Gloves				
	Gloves	5.11	26%	off map
	Gloves	Dragonfire	9%	
	Gloves	Fire dex	9%	
	Gloves	Fire craft	9%	
	Gloves	Honeywell	5%	
	Gloves	Ringers	14%	
	Gloves	Veridian	28%	

Boots				
	Boots/ Station	5.11	26%	off map
	Boots/ Multi	Danner	19%	
	Boots/ Station	Bates	9%	
	Boots/Multi	Black Diamond	14%	
	Boot/Structural /Station	Fire dex	9%	
	Boot/Structural/ Station	Honeywell	5%	
	Boots	Lacrosse	19%	
Accessories				
	Lockers, Racks, Shelving	Groves Ready Racks	14%	
	Brackets	SCBAS	9%	
Maintenance & Cleaning Services				
	Cleaning, Alterations, Customizations	Northwest Safety Clean	Fixed Pricing per price sheet	
Protective Garment Laundry Machines				
	Laundry Machines	Groves	14%	
Garment Decontamination				
	Cleaning, Alterations, Customizations	Northwest Safety Clean	Fixed Pricing per price sheet	
Garment Care				
Turnout and other Fire Clothing repairs	Garment Care	Manurva	Quoted per job depending on spec and issue due to certs.	

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Discounts are based on current manufacturer price list.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Price Summary for MES/ Municipal Emergency Services & Lawmen Supply with LOC LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") Contract # PS20070, RFP 1915 FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) Contract price summary. 4/1/2020, 3 year contract with 3 one year extensions.

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED.	NOTES
Fire (Firefighter) Turnout Gear				
	Turnout Gear	Fire dex	9%	
	Turnout Gear	Honeywell	5%	
	Turnout Gear	Tecgen	9%	
Wildland Fire Fighting Protective Gear				
	Wildland all available ensemble	Crew Boss (Western Shelter)	9%	
	Wildland all available ensemble	Fire dex	9%	
	Wildland all available ensemble	PGI	9%	
	Wildland all available ensemble	Tecgen	9%	
EMS & General Fire Garments, Technical Rescue, USAR/ Urban Search and Rescue Emergency Medical Operations Protective Ensembles, And Station Wear				
	Tec/USAR/Station Wear	5.11	26%	off current MAP sheet
	Tec/USAR/Station Wear	Elbeco	29%	
	Tec/USAR/Station Wear	Fechierner	19%	
	Tec/USAR/Station Wear	First tactical	24%	
	Tec/USAR/Station Wear	Honeywell	5%	
	Tec/USAR/Station Wear	(VF WORKRITE WORK WEAR HORACE SMALL)	15%	
Helmets				
	Helmets	Bullard	34%	
	Helmets	Fire dex	9%	
	Helmets	Honeywell	5%	
Gloves				
	Gloves	5.11	26%	off map
	Gloves	Dragonfire	9%	
	Gloves	Fire dex	9%	
	Gloves	Fire craft	9%	
	Gloves	Honeywell	5%	
	Gloves	Ringers	14%	
	Gloves	Veridian	28%	

Boots				
	Boots/ Station	5.11	26%	off map
	Boots/ Multi	Danner	19%	
	Boots/ Station	Bates	9%	
	Boots/Multi	Black Diamond	14%	
	Boot/Structural /Station	Fire dex	9%	
	Boot/Structural/ Station	Honeywell	5%	
	Boots	Lacrosse	19%	
Accessories				
	Lockers, Racks, Shelving	Groves Ready Racks	14%	
	Brackets	SCBAS	9%	
Maintenance & Cleaning Services				
	Cleaning, Alterations, Customizations	Northwest Safety Clean	Fixed Pricing per price sheet	
Protective Garment Laundry Machines				
	Laundry Machines	Groves	14%	
Garment Decontamination				
	Cleaning, Alterations, Customizations	Northwest Safety Clean	Fixed Pricing per price sheet	
Garment Care				
Turnout and other Fire Clothing repairs	Garment Care	Manurva	Quoted per job depending on spec and issue due to certs.	

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Discounts are based on current manufacturer price list.

Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote.

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES) ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1920 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY
12 Turnberry Lane
2nd Floor
Sandyhook, CT 06482
ATTN: Seth Cosans
Email: seth.cosans@mesfire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

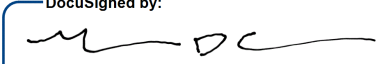
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:
Signature: 
42A79292869542B...

Printed Name: Seth Cosans

Title: Contract Administrator
MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES)

Dated: 3/26/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
SCBA SETS NFPA - SCOTT	24%
CYLINDERS - SCOTT	24%
FACEPIECES	
COMMUNICATIONS AND FACE PIECE OPTIONS	9%
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
CYLINDERS	
SCOTT	24%
AIR CARTS - SCOTT	9%
FILL STATION & COMPRESSOR - SCOTT	Net price
MAINTENANCE, SERVICE AND TESTING	
SERVICE FOR SCBA - SCOTT	\$120 per unit
SERVICE FOR SCBA MES SCOTT	\$95 per hour non-warranty
SERVICE FOR FILLSTATIONS & COMPRESSORS MES SCOTT	\$120 per hour non-warranty
PARTS - SCOTT	Net price
OTHER	
RIT PAKS - SCOTT	9%
SKA PAKS - SCOTT	9%

NOTE: Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge.

When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order.

MES will present these shipping terms at time of each quote.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

Price Summary for MES/ Municipal Emergency Services & Lawmen Supply with LOC LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") Contract PS 20120, RFP1920 FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) Contract price summary. 4/1/2020, 3 year contract with 3 one year extensions.

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
SCBA SETS NFPA - SCOTT	24%
CYLINDERS - SCOTT	24%
FACEPIECES	
COMMUNICATIONS AND FACE PIECE OPTIONS	9%
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
CYLINDERS	
SCOTT	24%
AIR CARTS - SCOTT	9%
FILL STATION & COMPRESSOR - SCOTT	Net price
MAINTENANCE, SERVICE AND TESTING	
SERVICE FOR SCBA - SCOTT	\$120 per unit
SERVICE FOR SCBA MES SCOTT	\$95 per hour non-warranty
SERVICE FOR FILLSTATIONS & COMPRESSORS MES SCOTT	\$120 per hour non-warranty
PARTS - SCOTT	Net price
OTHER	
RIT PAKS - SCOTT	9%
SKA PAKS - SCOTT	9%

NOTE: Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge.

When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order.

MES will present these shipping terms at time of each quote.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY
12 Turnberry Lane
2nd Floor
Sandyhook, CT 06482
ATTN: Seth Cosans
Email: seth.cosans@mesfire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

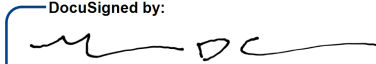
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

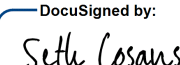
DocuSigned by:
Signature: 
38C548F8889143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/7/2020

VENDOR:

DocuSigned by:
Signature: 
42A79292869542B...

Printed Name: Seth Cosans

Title: Contract Administrator
MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY

Dated: 3/20/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED.	NOTES
Fire Firefighting Equipment				
1	Thermal Imaging Cameras	Seek	9% off current sheet	
1	Thermal Imaging Cameras	3M/Scott ISG	7% off current sheet	
1	Clothing	5.11	26 % off map of current sheet	
1	Clothing	Fire Dex	9% off current sheet	
1	Clothing	First Tactical	24% off current sheet	
1	Clothing	Elbeco	29% off current sheet	
1	Clothing	Fechierner	19% off current sheet	
1	Clothing	VF Work wear, Workrite and Horace Small	15% off current sheet	
1	Boots	5.11	26 % off map of current sheet	
1	Boots	Danner	19% off current sheet	
1	Boots	Bates	9% off current sheet	
1	Boots	Black Diamond	14% off current sheet	
1	Boots	Firedex	9% off current sheet	
1	Boots	Honeywell	5% off current sheet	
1	Boot	Lacrosse	19% off current sheet	
1	Gloves	5.11	26 % off map of current sheet	
1	Gloves	Dragonfire	9% off current sheet	
1	Gloves	Fire dex	9% off current sheet	
1	Gloves	Fire craft	9% off current sheet	

1	Gloves	Honeywell	5% off current sheet	
1	Gloves	Ringers	14% off current sheet	
1	Gloves	Veridian	28% off current sheet	
1	Flashlights	Streamlight	25% off current sheet	
1	Flashlights	Fox fury	11% off current sheet	
1	Flashlights	Pelican	8% off current sheet	
1	Flashlights	Kohler Brightstar	4% off current sheet	
1	Hoods	Firedex	9% off current sheet	
1	Hoods	Honeywell	5% off current sheet	
1	Hoods	Majestic	14% off current sheet	
1	Hoods	PGI	14% off current sheet	
1	Hoods	Veridian	28% off current sheet	
1	Helmets	Bullard	34% off current sheet	
1	Helmets	Fire dex	9% off current sheet	
1	Helmets	Honeywell	5% off current sheet	
1	Fans	Eramco	19% off current sheet	
1	Fans	SuperVac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
1	Fans	Tempest	19% off current sheet	
1	Other accessories			
1	accessories	Fire dex	9% off current sheet	
1	Trauma Kits	Combat Medical	11% off current sheet	
1	Eye Protection	Ess Eye wear	25% off current sheet	

FIREFIGHTING ATTACK TOOLS				
2	Tools	Council tool	29% off current sheet	
2	Tools	Flamefighter	20% off current sheet	
2	Tools	Nupla	25% off current sheet	
2	Tools	Leatherhead	25% off current sheet	
2	Bat fans ect	Leader North America	19% off current sheet	
2	Saws/fans ect	Tempest	19% off current sheet	
2	Saws/fans ect	Super Vac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT,NV, UT,ID, OR, WA, AK

EXTRACTION TOOLS AND SUPPLIES				
3	RESCUE TOOLS	Ajax	14% off current sheet	
3	RESCUE TOOLS	Genesis	9% off current sheet	Valid only in UT,CO,NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IL
3	RESCUE TOOLS	Hurst	19% off current sheet	Valid On in NC, SC, NJ, PA, VA, TX, FL, TN, AL, GA, MS, OK, LA, AK
3	Cribbing and other rescue	Turtle Plastics	5% off current sheet	
3	Cribbing and other rescue	Plastics Plus	5% off current sheet	

SEARCH AND RESCUE EQUIPMENT				
4	Rescue	CMC	9% off current sheet	
4	Harness	Gemtor	14% off current sheet	
4	Detection	Industrial Scientific	6% off current sheet	
4	Rescue	Junkin	4% off current sheet	
4	Rescue	Lakeland	9% off current sheet	
4	Rescue	Mustang Survival	15% off current sheet	

4	Detection Testing	OHD	4% off current sheet	
4	Rescue	Petzel	9% off current sheet	
4	Rescue	PGI	14% off current sheet	
4	Rescue	Pigeon Mountain	4% off current sheet	
4	Rescue	PIP	4% off current sheet	
4	Rescue	RAE	1% off current sheet	
4	Rescue	Rescue 42	4% off current sheet	
4	Rescue	RIT	15% off current sheet	
4	Detection	Scott Gas Detection	4% off current sheet	
4	Rescue	Yates	4% off current sheet	

FIREFIGHTING AND FIREFIGHTER TRAINING

5	Training Regulators	Blast Mask	8% off current sheet	
5	Training Aids	Simulaid	7% off current sheet	

HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT

6	Hazmat gear	Avon Protection	15% off current sheet	
6	Hazmat suits	DuPont	14% off current sheet	MFG \$2000 min order
6	Hazmat gear	FSI North America	9% off current sheet	
6	Hazmat gear	Kappler	1% off current sheet	

FIRE EXTINGUISHERS

7	EXTINGUISHERS	Amerex	24% off current sheet	
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FIREFIGHTING FOAM

8	FOAM	National Foam	4% off current sheet	
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8	FOAM	Johnson Chemguard	19% off current sheet	
8	FOAM	Johnson Ansul	19% off current sheet	

FIREFIGHTING (MUNICIPAL) HOSES				
9	Hose	All American Hose	24% off current sheet	
9	Hose	Firequip	20% off current sheet	
9	Hose only	Kochek	24% off current sheet	
9	Hose	Matex	24% off current sheet	
9	Brass	Akron	19% off current sheet	
9	Brass	Action Coupling	24% off current sheet	
9	Brass	Elkhart	25% off current sheet	
9	Brass	Harrington	34% off current sheet	
9	Brass other than hose	Kochek	25% off current sheet	
9	Brass	S&H	Catalog which is roughly 20% off	
9	Brackets	Ziamatic	20% off current sheet	

FIRE PUMPS				
10	Fire Pumps	CET Pumps	9% off current sheet	

PERSONAL APPAREL, BADGES, ACCESSORIES				
11	Accessories	5.11	26% off current sheet MAP	
11	BADGES& Accessories	Blackington	15% off current sheet	
11	Accessories	Boston Leather	20% off current sheet	
11	Accessories	Elbeco	29% off current sheet	
11	Accessories	Fechierner	19% off current sheet	
11	Accessories	First Tactical	24% off current sheet	

11	Accessories	(VF Work wear, Workrite and Horace Small)	15% off current sheet
11	Service alterations and custom adds	MES shops	Net sheet

OTHER, Equipment not mentioned				
12	Body Armor	Point Blank Body Armor Products	29% off current sheet	
12	Body Armor	Point Blank Tactical Body Armor Products	19% off current sheet	
12	Body Armor	Paraclete Armor Products	19% off current sheet	
12	Body Armor	United Shield	19% off current sheet	
12	Protective items	3m Peltor	17% off current sheet	
12	Protective item	Diamond Hero Wipes	9% off current sheet	

MAINTENANCE, SERVICE AND TESTING				
13	Rescue Tool annual test and Maintenance as needed	MES Cert Tech	Net Sheet	

Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge.

When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order.

MES will present these shipping terms at time of each quote.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: AEE2A97D0DAB4E5F9EE903D043655BB5

Status: Completed

Subject: MPA 1910 FFE LOC and MES

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Bill DeMars

AutoNav: Enabled

1100 Olive Way

Envelopeld Stamping: Enabled

Suite 1020

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98101

bill.demars@nppgov.com

IP Address: 162.248.184.11

Record Tracking

Status: Original

Holder: Bill DeMars

Location: DocuSign

4/7/2020 2:51:13 PM

bill.demars@nppgov.com

Signer Events

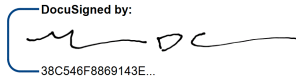
Mike Cully

mcully@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

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Sent: 4/7/2020 2:53:51 PM

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Electronic Record and Signature Disclosure:

Accepted: 4/7/2020 2:55:01 PM

ID: 1f662429-9ad1-46ed-85fc-f69ffda790f1

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

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Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/7/2020 2:53:51 PM

Certified Delivered

Security Checked

4/7/2020 2:55:02 PM

Signing Complete

Security Checked

4/7/2020 2:55:15 PM

Completed

Security Checked

4/7/2020 2:55:15 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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Lakeside Fire Protection District

Meeting Date: October 13, 2020

Item No: 9.E

Agenda Item Title: APPROVAL OF BIT PROS INC. AS THE SOLE PROVIDER OF MECHANICAL SERVICES AND APPROVAL OF PURCHASE NOT TO EXCEED \$235,000 FOR 20/21

Recommended Action:

That the Board adopt Resolution # 20-038:

- A. Approving BIT Pros Inc. as the District's sole provider of mechanical services,
- B. Approving a purchase order not to exceed \$ 235,000 for FY20/21
- C. Authorizing the Fire Chief to execute all agreement or purchase order signatures as necessary.

Background:

Lakeside Fire Protection District Policy 212 Purchasing and Accounts Payable" sets the guidelines to obtain timely delivery of price competitive commodities and services. This policy identifies the Purchasing and Contracting Authority for different types of purchases. The Board of Directors' is the awarding authority for purchases and contracts of \$50,000 or greater. The District uses BIT Pros Inc. as the sole provider for mechanical services for all District's fleet and has been for the past five years. They possess the knowledge of our fleet needs, are local vendors and have the required specialized expertise needed to work in our apparatus. Staff recommends approval of a purchase order for FY20/21, not to exceed \$235,000.

Discussion:

The District currently receives fleet maintenance and repair service from Bit Pros Inc has done so since 2015. This service is accomplished through a network of mobile service truck(s) or at a dedicated repair facility located here in San Diego County. The majority of daily repair, warranty or maintenance can be provided by the mobile repair trucks, thus keeping our front-line equipment in service and in District ready to respond. Bit Pros services our Fire Apparatus and Medic units.

Retaining BIT Pros Inc. provides a cost and time efficient means for the District to streamline repair and equipment service calls. Since the closure of the Districts repair facility a savings of over \$740,000 has occurred over the past five years using BitPros as our fleet service provider. Furthermore, their familiarity with the fleet and being an approved

warranty repair provider in Southern California for our Smeal Fire Apparatus (Fire Engines), US Tanker Fire Apparatus (Water Tender), Hendrickson Mobile Equipment (HME) (Brush Unit) and Braun Northwest (Medic Units). Bit Pros can provide our District with the following:

- The Ability to maintain and repair the entire District Fleet in timely manner Certified Repair and Vehicle Inspections Diesel Emission Testing
- Towing Capabilities
- Response to all locations (incident scene, fire stations, fire camps, etc.) 24 hours a day/365 day a year including holidays
- Provides Fleet Managing which tracks and maintains maintenance schedules and records
- On-site Pump Tests (annual and as needed)
- On-site Hose Testing (annual and as needed)

When requirements are so critical or call for such specialized expertise that only one source is capable of satisfying those requirements, the District may waive the competitive procurement procedures. Sole source means that only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, matching to currently owned equipment or supplies or the ability to deliver at a particular time. Purchasing from a sole source shall be permitted after written justification from the requesting division explaining why a sole source has been specified, and a factual finding by the District that it is in the best interest of the District to purchase without competitive purchasing. The project manager shall prepare and sign a memorandum justifying a sole source procurement, describing in general terms the reasons for making the sole source purchase. The sole source memorandum from the project manager is attached to this agenda report.

Strategic Goals:

Enhance the District's ability to offer a service delivery model which exceeds the demands and expectations of the community.

Current Fiscal Impact:

Approval of this resolution does not have a fiscal impact because these costs are already included as part of the regular fiscal year 2020-2021 budget in the services & supplies category of the District's Budget.

Future/Ongoing Fiscal Impact:

The future fiscal impact will be included as part of the District's regular budget development process and are included under the services & supplies category of the budget for repairs and maintenance of vehicles.

Contact Information:

John Hisaw - 6193902350 Ext. 003 - jhisaw@lakesidefire.org

[Resolution - 20-038](#)

[Sole Source Justification per LKS policy 212](#)

[Bit Pros Price List](#)

[Fleet Savings Since FY2014/2015](#)

RESOLUTION NO. 20-038

RESOLUTION OF THE GOVERNING BOARD OF THE LAKESIDE FIRE PROTECTION DISTRICT APPROVING THE PURCHASE REQUISITION FOR BIT PROS, INC. AS A SOLE SOURCE.

WHEREAS, the Lakeside Fire Protection District (“District”) has a fleet of emergency and support vehicles; and

WHEREAS, the District requires consistency in maintaining the fleet in a constant state of readiness through a fleet maintenance records management system with personnel certified in the repair and vehicle inspection of emergency vehicles; and

WHEREAS, it is critical for the District to have a properly maintained fleet with a vendor capable of responding to all locations and available 24 hours a day/365 day a year; and

WHEREAS, Bit Pros can provide mobile repair service, a dedicate facility capable of handling heavy repair work, towing capability, diesel emission testing, on-site pump and hose testing; and

WHEREAS, Bit Pros is a factory authorized warranty service provider for all of fleet vehicles (Smeal Fire Apparatus, US Tanker Fire Apparatus, Hendrickson Mobile Equipment and Braun Northwest); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lakeside Fire Protection District a public agency in the County of San Diego, California does hereby approve utilizing Bit Pros as the sole source vendor for fleet maintenance and repairs for an amount not to exceed \$235,000 for FY20/21.

BE IT FURTHER RESOLVED by the Board of Directors of the Lakeside Fire Protection District that:

- Bit Pros is approved as a sole source provider for FY 20/21
- Approve a purchase order for Bit Pros, FY 20/21 not to exceed \$235,000
- The Fire Chief is authorized to execute the necessary purchase order or documents to implement this resolution.

PASSED AND ADOPTED by the Board of Directors of the Lakeside Fire Protection District, County of San Diego, State of California, on the 13th day of October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Bingham
Board President

Janise Bocskovits
Clerk of the Board



Lakeside Fire Protection District

12216 Lakeside Avenue
Lakeside, CA 92040
Business (619)390-2350
Fax (619)443-1568

Donald H. Butz
Fire Chief

To: Madeline Smith
From: John Hisaw, Division Chief
Cc: Stefanie Trompeter Rolon
Date: September 29, 2020
Subject: Sole Source Justification for BIT Pros, Inc. to provide fleet maintenance and repair.

This memo serves as the justification to seek a sole source with Bit Pros, Inc. (Bit Pros Fire Service). The District currently receives our fleet maintenance and repair service from Bit Pros, Inc, this service is accomplished through a network of mobile service truck(s) or at a dedicated repair facility located here in San Diego County. The majority of daily repair, warranty or maintenance can be provided by the mobile repair trucks, thus keeping our front-line equipment in service and in District ready to respond. When needed, Bit Pros large dedicated facility is where heavy repair work can be completed, such as transmission, pump or engine replacement.

Retaining BIT Pros provides a cost and time efficient means for the District to streamline repair and equipment service calls due to their familiarity with the fleet and being an approved warranty repair provider in Southern California for our Smeal Fire Apparatus (Fire Engines), US Tanker Fire Apparatus (Water Tender), Hendrickson Mobile Equipment (HME) (Brush Unit) and Braun Northwest (Medic Units). The District has used BitPros since 2005 to maintain its fleet of equipment and this outsourcing has saved this District over \$740,000 over the past five years. Bit Pros can provide our District with the following:

- The Ability to maintain and repair the entire District Fleet in timely manner
- Certified Repair and Vehicle Inspections
- Diesel Emission Testing
- Towing Capabilities
- Response to all locations (incident scene, fire stations, fire camps, etc.) 24 hours a day/365 day a year including holidays
- Provides Fleet Managing which tracks and maintains maintenance schedules and records
- On-site Pump Tests (annual and as needed)
- On-site Hose Testing (annual and as needed)

RESIDENTIAL FIRE SPRINKLERS and SMOKE DETECTORS SAVE LIVES

The action requested by this memo is to maintain service by Bit Pros Fire Services, Inc. as a sole source provider for (FY20/21) estimated cost of \$235,000.

If you need additional information do not hesitate to contact me.

A handwritten signature in black ink, appearing to read 'JH' followed by a stylized flourish.

John Hisaw

Division Chief

(619) 390-2390 Ext: 003

jhisaw@lakesidefire.org



670 Opper St.
Escondido, California 92029
760.839.2641 O – 760.557.2303 F

July 6, 2020

Captain Jon Jordan
Lakeside Fire Protection District

BIT Pros, Inc. is pleased to quote you on our certified repair, vehicle inspection, California required diesel emission testing services, and towing capabilities. As a public service operation, we can appreciate that your vehicles are operated during all times and hours. As such, our commitment to you is the same. Our services are available to you 24 hours a day 365 days a year including all holidays. I have quoted our pricing structure to you below. I have tailored a pricing structure for you that I'm sure that you will find very competitive with other vendors that you are currently using.

Certified monthly, quarterly, and annual inspections vary on time required depending on equipment. All inspections are performed based on hourly rate due to differences in time requirements. Our certifications fundamental air brake and specializing in command, staff, ambulances, rescue units, engines, and aerial apparatus. Copies of each respective certification are included on each inspection for easy reference.

Current pricing offered to Lakeside Fire Protection District is as follows and is valid until 6/30/2021:

Labor Pricing:

Monday – Friday and non-holidays	\$125.00 /hr.
After hours and holidays (additional to hourly)	\$30.00 /hr.
Parts Pricing	Cost + 20%

Towing/Low Bed Services – Rates are based on Port to Port Times:

Business Hours	\$130.00/hr. – 2 Hour Minimum
Holidays, weekends, after hours	\$160.00/hr. – 2 Hour Minimum

If there are additional services that you would like quoted, please let me know and we can amend the above offered services.

If you have any questions, please do not hesitate to give me a call.

A handwritten signature in blue ink, appearing to read "Chad Christianson", is located below the text.

Chad Christianson, President
BIT Pros, Inc.
Chad@bitprosinc.com

Lakeside FPD FY2014/2015 Estimated Fleet Cost

Full time Fire Mechanic at \$79,500 (base Pay)

WC \$5,832

Medical \$18,943

Uniform Allowance \$500

CalPers \$28,292

Medicare \$1,127

Mechanic Training \$5000

Total \$133,362

Administrative Assistant \$34,500

(This is 75% of base pay, the percentage of time used for fleet duties)

WC \$2,400

Medical \$12,700

CalPers \$17,850

Total \$67,450

FY2014/2015 Total Employee Cost=\$200,812

FY2014/2015 Cost of Fleet Services \$182,376

FY2014/2015 Combined Cost of fleet services \$383,188

FY2020/2021 Fleet Service Cost \$235,000

Estimated savings since adopting the current model of fleet maintenance (5 years)

\$740,940*

*Straight comparison, no cost inflator included in this calculation.