

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: General Services Agency

BOARD AGENDA: 5.B.3
AGENDA DATE: January 28, 2020

SUBJECT:

Approval of a Countywide Master Agreement with Stan Boyett & Son for Fuel Card-Lock Services

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2020-0032

On motion of Supervisor Chiesa Seconded by Supervisor DeMartini

and approved by the following vote,
Ayes: Supervisors: Chiesa, DeMartini, Withrow and Chairwoman Olsen

Noes: Supervisors: None

Excused or Absent: Supervisors: Berryhill

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:5.B.3
AGENDA DATE: January 28, 2020

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of a Countywide Master Agreement with Stan Boyett & Son for Fuel Card-Lock Services

STAFF RECOMMENDATION:

1. Approve a Master Agreement with Stan Boyett & Son of Modesto, California for fuel card-lock services for a not-to-exceed amount of \$8,970,000 effective February 1, 2020, through January 31, 2025, with two one-year renewal options.
2. Authorize the Purchasing Agent to sign the Master Agreement and any subsequent amendments to the Master Agreement on behalf of the County.

DISCUSSION:

The General Services Agency, Purchasing Division (GSA) maintains countywide agreements for a variety of goods and services. By combining the needs of multiple County departments, GSA can obtain lower pricing than would otherwise be possible. Among these agreements is a Master Agreement with Stan Boyett & Son, Inc. (Boyett) for the provision of retail fuel card-lock services. GSA oversees the fuel card-lock program that includes approximately 850 fuel cards across all county departments.

The Board of Supervisors approved the original Agreement with Boyett on November 25, 2014. This Agreement provided services at discounted rates as established by the competitive Request for Proposals (RFP) process under RFP No. 0809-21 issued by the City of Modesto, and the resultant agreement approved by the City Council on October 28, 2014. Such agreements are commonly referred to as "piggyback" agreements and are permissible under Government Code § 6502 and § 6508.2 which allow public agencies to jointly exercise any power common to the contracting parties (Tucker Land Co. v. State of California (2001) 94 Cal. App. 4th 1191).

When the original agreement was executed in 2014, the County's fleet consisted of 1,077 vehicles, travelling a combined total of approximately 6.1 million miles in Fiscal Year 2014-2015. In contrast, the County currently has 1,320 vehicles, which travelled approximately 7.6 million miles in Fiscal Year 2018-2019, representing a 20% increase in fleet size and 25% increase in miles driven since the Agreement was initially established. During the same period, the County's fuel purchases also increased by 22%, from approximately 309,000 gallons per year to 391,000 gallons per year, with law

enforcement activities accounting for 71% of the total usage. On April 24, 2018, the Board approved the current Restated and Renewed Independent Contractor Services Agreement, which adjusted the Agreement's original \$1,900,000 not-to-exceed contract amount for the initial term to \$3,200,000 for the five-year term and extended the Agreement's termination date to October 6, 2019, to be co-terminus with that of the City of Modesto's agreement.

On July 31, 2018, the Board of Supervisors approved Amendment No. 1 to the Restated and Renewed Independent Contractor Services Agreement with Boyett. At that time, GSA completed an analysis of actual fuel card-lock service costs over the previous five years and, given the increase in the number of county vehicles providing essential core services, the moderate increases in fuel costs year-over-year, and the increase in total miles driven annually, the Board of Supervisors approved an adjustment to the Agreement's not-to-exceed amount from \$3,200,000 to \$4,600,000 for the total five-year term.

Since that time, GSA has worked diligently to procure a replacement agreement for retail fuel card-lock services, working with the City of Modesto to combine the fuel needs of both agencies to leverage economies of scale for better pricing.

GSA Purchasing posted the RFP #19-48-AH Fuel Card-Lock Services on September 6, 2019. The RFP identified a need for potential vendors to identify both price and non-price factors, such as number of fueling locations within Stanislaus County and lowest markup of fuel based on Daily Average Oil Price Information Service (OPIS) Unbranded Low Stockton.

The RFP was sent to 13 vendors and two of them downloaded the RFP. When the RFP closed on October 18, 2019, GSA Purchasing had received one response from the incumbent vendor, Boyett.

On November 1, 2019, GSA Purchasing issued a Notice of Intent to Award to Boyett. No letters of protest were received during the five-day protest period process.

The effective date of the proposed Master Agreement is February 1, 2020. This Master Agreement will be available to all County departments. Additionally, this RFP included cooperative purchasing language permissible under Government Code § 6502 and § 6508.2, which allows public agencies to jointly exercise any power common to the contracting parties (Tucker Land Co. v. State of California (2001) 94 Cal. App. 4th 1191).

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors approval for contracts exceeding \$200,000. This requirement is based upon California Government Codes § 25212, et seq, and § 25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

The County currently spends approximately \$1,400,000 annually at various fueling locations throughout the County and state. The proposed Master Agreement with Boyett is for five years with the option to renew on an annual basis for two additional one-year terms. The total recommended base award for the five-year Master Agreement is \$7,800,000 which provides a \$800,000 allowance for fuel cost fluctuations and vehicle additions to the County fleet.

In addition to the base award, the Purchasing Agent is recommending the Master Agreement with Boyett include a contingency of 15% or \$1,170,000 to be allocated for the provision of price fluctuations in cost of oil barrels that may occur during the five-year term. The total recommended not to exceed amount of the contract is \$8,970,000.

Appropriations for departmental use of the proposed Master Agreement are included in the Adopted Final Budget Year 2019-2020; therefore, no increase in appropriations is being requested. Funding for subsequent fiscal years will be included in future budget submissions. GSA Fleet Services oversees the Boyett contract and will review usage and budget appropriations.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* by providing cost-efficient retail fuel card-lock services to County departments.

STAFFING IMPACT:

Existing GSA staff will manage the Master Agreement with Boyett for retail fuel card-lock services.

CONTACT PERSON:

Keith Boggs, GSA Director/County Purchasing Agent
Cathy Blair, GSA Purchasing Manager

Telephone: (209) 652-1514
Telephone: (209) 525-6319

ATTACHMENT(S):

1. Boyett Master Agreement

**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Stan Boyett & Son, a California corporation ("Contractor") on February 1, 2020.

Recitals

WHEREAS, the County has a need for contractor services involving retail fuel card-lock services; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon County's request, those services and work set forth in the "Scope of Work" attached hereto as Exhibit A, and as appropriate, additional separate projects or tasks being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each additional project or task added to this Agreement but not already identified in Exhibit A, shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$200,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$200,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in the Scope of Work from County's **Invitation to RFP No. 19-48-AH** ("RFP") and Contractor's pricing proposal submitted in response thereto, collectively attached hereto as Exhibit A.

2.2 Except as expressly provided in this Agreement or in a separately approved scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from February 1, 2020 to January 31, 2025, unless terminated earlier as provided below. The term may be extended a maximum of two additional one-year terms. Any such extension must be made prior to the termination date, in writing, and upon agreement of both parties.

3.2 The term for each separately-approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.3 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.5 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in a separately-approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide service to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately-approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Non-Discrimination

10.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status,

gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 110 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

10.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

10.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Prevailing Wage

Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

13. Registration with the Department of Industrial Relations

No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

14. Payroll Records

Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

15. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

16. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be made in email, or personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Contractor:
Stanislaus County Purchasing Agent	Seth Terry, Director of Sales
1010 10 th Street, Suite 5400	601 McHenry Avenue
Modesto, CA 95353	Modesto, California 95350
GSA_Purchasing@StanCounty.com	cruisamericard@boyett.net

17. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

18. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

19. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

20. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party 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 that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

21. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

22. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

23. Governing Law and Venue

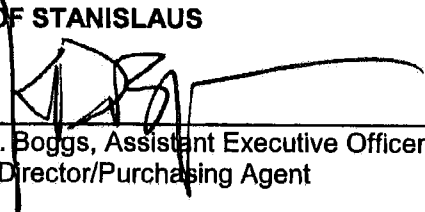
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

SIGNATURES SET FORTH ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

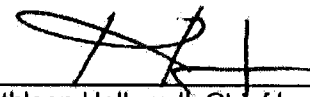
By: _____


Kelth D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

"County"

STAN BOYETT & SON, INC.

By: _____


Kathleen Hollowell, Chief Legal Officer

"Contractor"

APPROVED AS TO CONTENT:

By: _____


Brad Diemer, Fleet Manager

APPROVED AS TO FORM:

By: _____


Thomas E. Boze, County Counsel

EXHIBIT A
TO
MASTER AGREEMENT
FOR
FUEL CARD-LOCK

The following language and documents are included as Exhibit A to this Agreement:

- **SCOPE OF WORK** from RFP NO. 19-48-AH, including any Addenda thereto; and
- **CONTRACTOR'S BID PRICING PROPOSAL**, submitted in response to RFP No. 19-48-AH.

EXHIBIT A

1. SCOPE OF WORK:

Contractor shall provide fuel card-lock services to the County of Stanislaus (COUNTY), on an ongoing basis, throughout the term of the agreement. Contractor shall both meet the access demands within Stanislaus County limits (including within the City of Modesto), and also provide a network of fueling locations throughout the state, all meeting the requirements as outlined in RFP 19-48-AH.

All services provided by Contractor and the manner in which services are to be provided are particularly set forth in County's Request for Proposal #19-48-AH; the Contractor's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof.

2. CARD ADMINISTRATION REQUIREMENTS:

A. Contractor shall provide all initial cards and any lost or stolen cards at no cost to the COUNTY during the life of the contract. At a minimum, the card system shall meet the following requirements:

- i. Have the ability to identify the equipment assigned to the card. Example: Assigned vehicle number.
- ii. Have the ability to identify the single person assigned to the card. Example: Personal Identification Number (PIN).
- iii. No keyed entry of operator identity or equipment identity shall be allowed.
- iv. Reporting system shall have the capability of identifying which cards are used for each transaction.
- v. All COUNTY transactions shall be validated to cards issued to the COUNTY and no other vendor card or PIN will access the COUNTY'S account.
- vi. All cards issued to COUNTY personnel shall be from a validated list of COUNTY'S employees approved in writing by the COUNTY'S Fleet Manager.
- vii. The COUNTY shall have the ability to cancel (deactivate) employee PIN / vehicle card. Example: A card issued becomes lost, a new card is issued and then the original (lost) card is found. (This scenario would allow transactions on two (2) cards for the same vehicle). This shall not be permitted by the COUNTY.

3. GENERAL REQUIREMENTS:

- A. Employee, vehicle and mileage shall be validated on each transaction.
- B. Transaction Limits shall be determined and implemented by the COUNTY Fleet Manager.

- Fuel card-lock system transaction data will be sent by contractor to COUNTY in comma-separated values (CSV) format.

C. Text file shall include the following:

- Transaction Number
- Invoice Number
- Billing Date
- Account Number
- Employee ID
- Vehicle ID
- Transaction Date
- Transaction Time
- Transaction Location
- Fuel Type
- Quantity
- Vehicle Odometer
- Unit Price
- Total Cost

D. Billing shall be submitted bi-weekly (preferred), monthly at a minimum.

E. Fuel price shall be based on Daily Average OPIS Unbranded Low Stockton.

F. Fueling stations shall have video surveillance for theft investigation. Video shall be made available to the County upon request, within 48 hours.

G. Contractor shall provide bi-weekly billing via email to COUNTY for each billing cycle.

H. In the case of a fuel shortage, the COUNTY's emergency and law enforcement vehicles must have priority over all other vehicles.

4. FUEL TYPE RESTRICTION: The fuel card-lock system shall have the ability to restrict fuel type.

5. INTERFACE CONVERSION: CONTRACTOR shall pay all costs (not to exceed \$1,500) for the development of an interface conversion to prepare the data for electronic upload to the COUNTY'S Fleet Management system.

6. CARD LOCK FACILITY LOCATIONS:

A. The COUNTY will primarily use card lock facilities (Fueling Site Locations) within the jurisdiction of Stanislaus County; however, fuel cards shall also be accepted at facilities not owned or controlled by Contractor, regardless of location. Fueling stations owned by Contractor shall be billed at IN-NETWORK pricing, whereas facilities not owned or operated by the Contractor shall be billed at the full retail price. The COUNTY shall make every effort to use IN-NETWORK facilities whenever possible.

B. The table below reflects Contractor-managed sites, to be billed at contracted costs per Qualification Proposal:

Station	Address	City	State	ZIP	# of Dispensers	# of Gas Nozzles	# of Diesel Nozzles
Salida Cruisers	4537 Broadway Avenue	Salida	CA	95368	7	12	10
Boyett Codoni	320 Codoni Avenue	Modesto	CA	95357	5	4	8
9th & D Cruisers	401 9th Street	Modesto	CA	95354	6	8	9
McHenry Cruisers	4931 McHenry Avenue	Modesto	CA	95356	6	12	4
Briggsmore Cruisers	4000 E. Briggsmore Avenue	Modesto	CA	95355	6	12	8
Ceres Cruisers	2954 Whitmore Avenue	Ceres	CA	95307	6	12	8
Dale Road Cruisers	4120 Dale Road	Modesto	CA	95356	6	12	8
Manteca Cruisers	1137 W. Lathrop Road	Manteca	CA	95336	6	12	8
7-11 Delhi	9510 N. Stephens Street	Delhi	CA	95315	9	12	4
Riverbank Cruisers	2201 Patterson Road	Riverbank	CA	95367	6	12	8
Super Stop Gas & Liquor	290 N. Main Street	Manteca	CA	95336	6	8	4
T & M Market	107 S. 2nd Street	Patterson	CA	95363	2	4	2
Bait Barn	12505 Yosemite Blvd	Waterford	CA	95386	2	4	4
H & M	2501 Jackson Avenue	Escalon	CA	95320	2	4	2
Oakdale Road Cruisers	920 Oakdale Road	Modesto	CA	95355	6	12	8

C. Each card lock facility shall offer unleaded gas 87 octane, 91 octane, and #2 Clear Ultra Low Sulfur Diesel fuel. The COUNTY and CITY will not agree to any minimum purchase requirements.

7. COMPENSATION

The Contractor shall be compensated for the services and deliverables provided under this agreement as follows:

A. Contractor shall submit itemized invoices to the COUNTY twice per month as follows:

By US Mail:

Stanislaus County Fleet Services
 Attn: Brad Diemer
 448 E. Hackett Road
 Modesto, CA 95358

OR

By Electronic Mail:

GSA_AP@stancounty.com
 DiemerB@stancounty.com

B. Itemization shall include: transaction details; date; time; location fueled; equipment ID; department account number / ID #; fuel type; quantity of fuel in gallons; and cost of fuel.

C. The parties hereto acknowledge the maximum amount to be paid by the County for services provided hereunder during the initial 5-year term shall not exceed **\$8,970,000** (which includes the base amount of \$7,800,000 plus a 15% contingency amount of \$1,170,000) including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to

perform or to assist in the performance of its work under this Agreement. This agreement will not automatically renew, but may be renewed for two (2) additional on-year terms by mutual, written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement. In no such case shall the renewal extend beyond January 31, 2027.

RFP 19-48-AH: FUEL CARD-LOCK SERVICES

EXHIBIT C: FORM OF RFP / PRICING SCHEDULE

****COMPLETE & RETURN THIS PAGE****

SUBSECTION C.1: SERVICES TO COUNTY OF STANISLAUS (COUNTY)

During the course of any resultant contract fuel pricing shall be based upon OPIS UNBRANDED LOW for the Stockton, California area, on the day of purchase. This price, plus all applicable taxes and Government fees, along with the Contractor's mark-up margin and fuel network surcharge, shall be the price billed to the COUNTY. Documentation of the OPIS UNBRANDED LOW for the Stockton area, including the date and time, shall be included with each billing submitted to the COUNTY. The evaluation of cost will be based on cost commitments noted in "IN-NETWORK MARKUP". Cost commitments in "OUT-OF-NETWORK MARKUP" will not be considered a factor in determining the award. The COUNTY expects proposers to commit to out of network pricing, but the majority of usage is within Stanislaus County.

DESCRIPTION	EST. ANNUAL QUANTITY	UNIT OF MEASURE	IN-NETWORK MARKUP FROM OPIS LOW FIXED COST	EXTENDED ANNUAL COST (EST. ANNUAL QTY. X IN-NETWORK MARKUP)
Unleaded, 87 Minimum Octane	400,000	Gallon	\$.09 /Gal	\$ 36,000 /Total
Unleaded, 91 Minimum Octane	20,000	Gallon	\$.09 /Gal	\$ 1,800 /Total
Diesel, No. 2 Clear, Ultra Low Sulfur	4,000	Gallon	\$.09 /Gal	\$ 360 /Total
Annual Total Cost to COUNTY:				\$ 38,160 /Total

Website access for daily fuel card-lock transactions in real time (one-time charge).	\$ 0 /Total
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SUBSECTION C.2: SERVICES TO THE CITY OF MODESTO (CITY)

During the course of any resultant contract fuel pricing shall be based upon OPIS UNBRANDED LOW for the Stockton, California area, on the day of purchase. This price, plus all applicable taxes and Government fees, along with the Contractor's mark-up margin and fuel network surcharge, shall be the price billed to the CITY. Documentation of the OPIS UNBRANDED LOW for the Stockton area, including the date and time, shall be included with each billing submitted to the CITY. The evaluation of cost will be based on cost commitments noted in "IN-NETWORK MARKUP". Cost commitments in "OUT-OF-NETWORK MARKUP" will not be considered a factor in determining the award. The CITY expects proposers to commit to out of network pricing, but the majority of usage is within the city limits of Modesto.

DESCRIPTION	EST. ANNUAL QUANTITY	UNIT OF MEASURE	IN-NETWORK MARKUP FROM OPIS LOW FIXED COST	EXTENDED ANNUAL COST (EST. ANNUAL QTY. X IN-NETWORK MARKUP)
Unleaded, 87 Minimum Octane	445,000	Gallon	\$.09 /Gal	\$ 40,050 /Total
Unleaded, 91 Minimum Octane	19,000	Gallon	\$.09 /Gal	\$ 1,710 /Total
Diesel, No. 2 Clear, Ultra Low Sulfur	226,000	Gallon	\$.09 /Gal	\$ 20,340 /Total
Annual Total Cost to CITY (Additive Alternate RFP):				\$ 62,100 /Total

Website access for daily fuel card-lock transactions in real time. (One-time charge)	\$ 0 /Total
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SUBSECTION C.3: TOTAL PRICING FOR SERVICES TO THE COUNTY (C.1) AND CITY (C.2)

EXHIBIT C: FORM OF RFP / PRICING SCHEDULE

RFP 19-48-AH: FUEL CARD-LOCK SERVICES

EXHIBIT C: FORM OF RFP / PRICING SCHEDULE

DESCRIPTION	EST. ANNUAL QUANTITY	UNIT OF MEASURE	IN-NETWORK MARKUP FROM OPIS LOW FIXED COST	EXTENDED ANNUAL COST (EST. ANNUAL QTY. X IN-NETWORK MARKUP)
Unleaded, 87 Minimum Octane	845,000	Gallon	\$ <u>.09</u> /Gal	\$ <u>76,050</u> /Total
Unleaded, 91 Minimum Octane	39,000	Gallon	\$ <u>.09</u> /Gal	\$ <u>3,510</u> /Total
Diesel, No. 2 Clear, Ultra Low Sulfur	230,000	Gallon	\$ <u>.09</u> /Gal	\$ <u>20,700</u> /Total
TOTAL RFP = COMBINED Annual Cost for both COUNTY and CITY:				\$ <u>100,260</u> /Total

The above stated pricing is net to the County, exclusive of Federal Excise Tax, California State, Local, Sales, and Use Tax.

The above stated pricing is subject to _____ percent (____%) cash discount if invoice is paid within _____ days after acceptance of service.

ALL cost incurred and billed to the County, including labor and materials (except as set forth in the Scope of Work), and overhead and profit shall be included within the costs submitted in the Pricing/Fee Schedule.

Prompt Payment Discount

Cash discount of _____% for payment within _____ calendar days, which will be computed from the date delivery is made and accepted by the County, or the date a proper invoice is received, whichever is later. Discount offered with payment terms of less than (20) calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that none is offered and that the terms are Net 30 days.

Payment and Invoicing

Unless otherwise stipulated in the accompanying Scope of Work and Form of Agreement, payment for services rendered and accepted will be made on a monthly basis, in arrears, after receipt of a proper detailed invoice approved by County-authorized representative. All invoices must be submitted in duplicate to facilitate payment.

The undersigned Proposer has examined the site and all of the documents, plans, and specifications, and shall perform all work and provide all labor, equipment, and materials for the completion and operation of the project for which this RFP is made, all as set forth in the specifications provided by County, at RFP amounts as stated above. Within ten (10) calendar days from the date the Notice of Acceptance of RFP is issued, the undersigned Proposer further agrees to execute the Contract and furnish to Stanislaus County GSA Purchasing (Purchasing) satisfactory insurance and contract bonds as the County may require to guarantee the faithful performance of the work and General Conditions thereto.

Accompanying this RFP is Proposer's security issued in the form of a bond, a cashier check, or a certified check. Refer to the section of this document titled "GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSER" for additional information about bonding requirements.

Name of Proposer: BOYETT PETROLEUM

Business Address: 601 McHENRY AVE Telephone: (209) 577-6000

City, State, Zip Code: MODESTO, CA. 95350

City of Modesto Business/Delivery License No. 1274554 License Expiration Date: 6-30-20

Dated: 10-17-19 Fax: (209) 577-6040 Email: CRUISEAMERICAN@BOYETT.NET

By: [Signature] (Signature)

Name: SETH TERRY (Printed) DIRECTOR OF SALES (Title)

Note: If Incorporated, President, Secretary or Treasurer should sign as such (if partnership, by all partners thereto).