



ORIGINAL

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

May 3, 2018

RFP No. S-1235 (Gasoline and Diesel)
Attn: Sandra Segawa, Purchasing Agent
City of Garden Grove
11222 Acacia Parkway, Room 220
Garden Grove, CA 92840

Southern Counties Oil Co., a CA Limited Partnership dba SC Fuels is pleased to submit the following proposal for the fuel requirements of the City. Please note the following regarding our proposal:

1. Pricing listed is exclusive of all taxes and environmental fees.
2. Please find a copy of our current contract with one refiner supplier as source guarantee. If you need anything further please contact the undersigned.
3. SC Fuels will install monitoring equipment as needed. We will use software to access the system to check inventories and order fuel as needed. We have a Fuel Management team in place for this service currently and provide this service for other customers currently.
4. SC Fuels would be willing to extend the pricing, terms and conditions of the contract to other government agencies as stated in the proposal.

If you have any questions regarding this proposal, please contact the undersigned at (805) 389-3550.

Thank you for your consideration.

Regards,

Karen Koep
Manager
Bids and Contracts

2017



TESORO REFINING & MARKETING COMPANY LLC



UNBRANDED GASOLINE AND/OR DIESEL PURCHASE AND SALE AGREEMENT—RACK SALES

This Unbranded Gasoline and/or Diesel Purchase and Sale Agreement—Rack Sales, together with the Schedule A attached hereto (“Rack Sales Agreement”) and the Tesoro Refining & Marketing Company LLC Products Contracts General Provisions Unbranded Rack Deliveries (12-12) (“General Provisions”), collectively the “Contract,” is made as of the 1st day of July 2017 (“Effective Date”) by and between TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company, with an office at 19100 Ridgewood Parkway, San Antonio, Texas 78259 (“Seller”), and SOUTHERN COUNTIES OIL CO., A CALIFORNIA LIMITED PARTNERSHIP, with an office at 1800 W. Katella Avenue, Suite 400, Orange, California 92863 (“Buyer”). Buyer and Seller are each individually a “Party” and collectively are “Parties” to this Contract. Any undefined capitalized term used herein shall have the meaning set forth in the General Provisions.

In consideration of the mutual covenants contained herein and other good and valuable consideration, Seller agrees to sell or cause to be sold the Product(s) (as enumerated on Schedule A attached hereto) to Buyer, and Buyer agrees to purchase, receive, and pay for the Product(s) under the terms and conditions of this Contract. To the maximum extent practical, the Rack Sales Agreement and the General Provisions shall be construed together and harmonized to establish a single set of terms and conditions applicable to the sale by Seller and purchase by Buyer of the Product(s).

Specific Provisions: The volume, type, and grade of Product(s) to be sold hereunder, and the respective prices to be paid therefor, are each identified on Schedule A. The Point of Delivery for the Contract will be each Terminal Location as set forth in Schedule A.

Term: This Contract is effective for a term of two (2) years beginning on the Effective Date and expiring on midnight on June 30, 2019 (“Term”). During the period beginning May 30, 2018, and ending June 30, 2018 (“Review Period”), either Party may terminate the Contract by sending to the other Party sixty (60) days’ written notice of termination (“Notice”). If the Contract is not amended or terminated during the Review Period, the Contract will remain in full force and effect throughout the Term of the Contract.

Payment Terms: Net ten (10) days from date of invoice with payment via EFT unless otherwise specified in the General Provisions.

Executed by the Parties effective as of the Effective Date.

SELLER

BUYER

^{DS}
mg
Tesoro Refining & Marketing Company LLC

Southern Counties Oil Co., A California Limited Partnership
By Southern Counties Oil Co., its General Partner

^{DS}
DocuSigned by:
Michael J. Morrison
Name: Michael J. Morrison
Title: Senior Vice President, Marketing

^{DS}
DocuSigned by:
Mark Scheerer
Name: Mark Scheerer
Title: Regional Manager-Southern CA Wholesale

RFP No. S-1235

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME:

Southern Counties Oil Co., a California Limited Partnership dba SC Fuels

**SANDRA SEGAWA, PURCHASING AGENT
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840**

In response to the request to Provide Gasoline and Diesel to the City of Garden Grove, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Services & Specifications at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY prior to the commencement of Scope of Services & Specifications. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Services & Specifications and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.


The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1, 2, 3

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

<u>Karen Koep</u>	<u>Manager, Bids and Contracts</u>	<u>805-389-3550</u>
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY: 
(Signature)

Patrick W. Barnecut
(Type or Print Name)

President
(Title)

koepk@scfuels.com
(Email Address)

Proposer's Business Address
and Telephone/Fax Numbers:

714-744-7140 / 714-922-7273

**BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Southern Counties Oil Co., a California Limited Partnership dba SC Fuels

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Patrick W. Barnecut, President

Please Print (Name & Title of Authorized Representative)

5/3/18	714-744-7140	koepk@scfuels.com
Date	Phone Number	Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the Proposal submitted to provide Gasoline and Diesel as described in, and in response to City of Garden Grove RFP No. S-1235 was prepared in strict compliance with the Instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

- No Exceptions Taken Exceptions Taken

Scope of Services (Check One)

- No Exceptions Taken Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

- No Exceptions Taken Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Patrick W. Barnecut
Signature

5/3/18
Date

Patrick W. Barnecut, President
Printed Name and Title

Southern Counties Oil Co., a California
Limited Partnership dba SC Fuels
Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

ATTACHMENT "B"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS S-1235
PROVIDE GASOLINE AND DIESEL
PROPOSAL PRICING SHEET

Regular Unleaded Gasoline

Gasoline prices (four decimal places, i.e. 0.0000)

87 OCTANE

Bulk fuels full truck and trailer	Delivery size: 7,000+ gallons
OPIS Plus	_____ 0.0000 _____ cents per gallon
Or Minus	_____ 0.1310 _____ cents per gallon
Delivery	_____ 0.0306 _____ cents per gallon
Other (specify)	_____ 0.0000 _____ cents per gallon
Applicable Discount(s)	_____ 0.0000 _____ cents per gallon
Total OPIS +	_____ -0.1004 _____ net cents per gallon

Smaller Tank less than full truck Delivery size: 3,500 – 6,999 gallons

OPIS Plus	_____ 0.0000 _____ cents per gallon
Or Minus	_____ 0.1210 _____ cents per gallon
Delivery	_____ 0.0611 _____ cents per gallon
Other (specify)	_____ 0.0000 _____ cents per gallon
Applicable Discount(s)	_____ 0.0000 _____ cents per gallon
Total OPIS +	_____ -0.0599 _____ net cents per gallon

Large bulk deliveries exceeding 7,000 gallons could include a combined load of gasoline and diesel.

Please include any split load charges in the "Other" category if needed.

ATTACHMENT "B"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS S-1235
PROVIDE GASOLINE AND DIESEL
PROPOSAL PRICING SHEET

Diesel – Type 2 Clear

Diesel prices (four decimal places, i.e. 0.0000)

Bulk fuels full truck and trailer	Delivery size: 7,000+ gallons
OPIS Plus	<u>0.0000</u> cents per gallon
Or Minus	<u>0.0360</u> cents per gallon
Delivery	<u>0.0324</u> cents per gallon
Other (specify)	<u>0.0000</u> cents per gallon
Applicable Discount(s)	<u>0.0000</u> cents per gallon
Total OPIS +	<u>-0.0036</u> net cents per gallon

Smaller Tank less than full truck	Delivery size: 3,500 – 6,999 gallons
OPIS Plus	<u>0.0000</u> cents per gallon
Or Minus	<u>0.0260</u> cents per gallon
Delivery	<u>0.0616</u> cents per gallon
Other (specify)	<u>0.0000</u> cents per gallon
Applicable Discount(s)	<u>0.0000</u> cents per gallon
Total OPIS +	<u>0.0356</u> net cents per gallon

OPTION A: Fuel Management Services 0.00 (Included in fuel pricing) per year

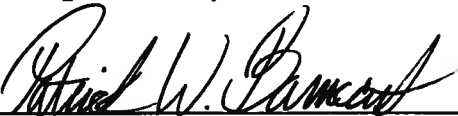
Please provide an annual cost for providing fuel management services as part of this contract. The above item listed as OPTION A will not be used to **score the pricing section of the RFP process/determine the lowest, responsible bidder** since it is optional for the CITY. However, at its sole discretion, the City may elect to include the above item (OPTION A) as part of the contract based on

ATTACHMENT "B"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS S-1235
PROVIDE GASOLINE AND DIESEL
PROPOSAL PRICING SHEET

budgeted funds. **All proposers are required to provide pricing for OPTION A or provide an explanation as to why they are unable to provide this optional service.**

Those proposers who do not provide pricing for **all items** listed on ATTACHMENT "B"/ PROPOSAL PRICING SHEET risk the chance of their proposal being deemed as NON-RESPONSIVE

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

BY: 
(Signature)

714-744-7140

Telephone Number

Patrick W. Barnecut
(Type or Print Name)

President
(Title)

koepk@scfuels.com
(Email Address)

Southern Counties Oil Co., a California
Limited Partnership dba SC Fuels
(Company Name)

APPENDIX "A"

**CITY OF GARDEN GROVE
RFP S-1235 TO PROVIDE GASOLINE AND DIESEL**

REFERENCES

List and describe in full the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. **Attach additional pages if required.** The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference 1

Customer Name: City of Anaheim Contact Individual: Ron Lindsey, Buyer II
Address: 200 S Anaheim Blvd, Suite 620 Phone Number: (714) 765-6826
Anaheim CA 92805 Email Address: RLindsey@anaheim.net
Contract Amount: \$1,750,000.00/year Year(s): 2014 - current
Description of supplies, equipment, or services provided: Supply and delivery of gasoline and diesel fuel

Reference 2

Customer Name: City of Monterey Park Contact Individual: Mary Lou Reyes
Address: 320 West Newmark Ave Phone Number: 626-307-1427
320 West Newmark Ave Email Address: mreyes@montereypark.ca.gov
Contract Amount: \$300,000.00/year Year(s): 2016 - current
Description of supplies, equipment, or services provided: Supply and delivery of gasoline and diesel fuel

Reference 3

Customer Name: City of Westminster Contact Individual: Scott Maestrejuan
Address: 8200 Westminster Blvd. Phone Number: 714-548-3187
Westminster, CA 92863 Email Address: SMaestrejuan@Westminster-CA.gov
Contract Amount: \$400,000.00/year Year(s): 2016 - current
Description of supplies, equipment, or services provided: Supply and delivery of gasoline and diesel fuel

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**