

**GLENN COUNTY FLEET SERVICES  
REQUEST FOR PROPOSAL 2/14/2022**



**GLENN COUNTY – CALIFORNIA**

**REQUEST FOR PROPOSAL**

TO FURNISH AND DELIVER TO GLENN COUNTY, fuel and fuel services in the Glenn County area for three (3) years commencing on **March 15, 2022** with the possibility of annual extensions for two additional years.

Notice is hereby given that proposals for **“Card Lock Fuel and Fueling Services”** shall be received by Brooks vonBargen, Fleet Operations Manager, at the Glenn County Fleet Service Center, 453 East Co. Rd. 49 1/2, Willows, CA 95988, **until the hour of 12:00 Noon PST on Friday, February 25, 2022.**

The Request for Proposal documents may be obtained by visiting the County of Glenn website, where a copy can be downloaded:

<https://www.countyofglenn.net/govt/bids>

Each proposal must be submitted in a format consistent with requirements of the RFP and contain a statement as to whether the proposer is a local vendor as it is the policy of this county that in determining the best or lowest price, county officers shall give local vendors or contractors a five percent advantage over vendors whose place of business is outside of Glenn County (Glenn County Code 4.04.080).

Glenn County may reject any proposal not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject any and all proposals upon a finding of the County that it is in the public interest to do so.

# GLENN COUNTY FLEET SERVICES REQUEST FOR PROPOSAL 2/14/2022

## Glenn County Fuel and Fuel Services Proposal Instructions

### PROPOSALS

**Proposals will be accepted until 12:00 Noon, Friday, February 25, 2022.** Each proposal shall include the name of the individual who will serve as the prime contact in responding to questions or finalizing the service specifications.

All responses to the attached request for proposal (RFP) shall be delivered to:

Brooks vonBargen, Fleet Operations Manager  
Glenn County General Services Agency  
Fleet Services Division  
453 E. County Rd. 49 ½  
Willows, CA 95988

**All proposals will be opened at 12:00 p.m. Monday February 14, 2022.**

An evaluation of the proposal will be used as the basis for a three-year contract, with the possibility of annual extensions for two additional years. The RFP responses will be evaluated on several factors, including those listed on page 5 and the following:

- 24-hour availability of fuel products
- Proximity of facility to Glenn County principal business operation locations (Elk Creek, Hamilton City, Orland, Willows)
- number of dispensers
- ease of ingress and egress from facility
- offered price of fuel
- properly formatted, itemized purchase record and invoice delivered electronically as an e-mail attachment, or ability for County to retrieve purchase data into the county cost accounting management system
- billing frequency

Additional proposed contract terms listed on page 3-4, outlines the specifications which the County will include in the proposal evaluation.

**Bid results will be posted on County of Glenn Web site listed below.**

<https://www.countyofglenn.net/>

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## **Evaluation of Proposals**

Proposers should be aware that the findings of County staff will likely result in a recommendation for the award of a contract. The final decision award of a contract rests with Brooks vonBargen, Fleet Operations Manager or his authorized representative.

In evaluating the proposals and selecting a contractor, Glenn County reserves the following rights:

- a. To reject any and all proposals;
- b. To issue subsequent Requests for Proposals, if desired;
- c. Not to award a contract for the requested services;
- d. To waive any irregularities or informalities in any proposal;
- e. To accept the proposal which Glenn County deems to be the most beneficial to the public and Glenn County;
- f. To negotiate with any officer to further amend, modify, refine, or delineate its proposal; and
- g. To negotiate and accept, without re-advertising the Request for Proposal, the proposal of any other proposer in the event that a contract cannot be successfully negotiated with the selected proposer.

## **MATERIALS AND SERVICES SPECIFICATIONS FOR GLENN COUNTY FUEL AND FUEL SERVICES**

It is the intent of Glenn County to receive proposals from qualified contractors for the provision of fuel and fuel services for County vehicles as described in the following specifications.

### **GENERAL CONTRACT REQUIREMENTS**

**County Responsibilities** – The following services shall be furnished by the County:

- List of all vehicle unit identification numbers requiring fuel cards.
- Payment of properly documented and formatted invoices within 30 days of receipt by County.
- County employees shall pump fuel into County vehicles (if successful contractor is a card-lock facility).

**Contractor Responsibilities** – The County desires to receive the following services from the Contractor:

- Provide vehicle and driver cards within 72 hours of receipt of request. Provide overnight shipping at no additional fees when cards are needed urgently.

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- Provide modern fueling facilities with adequate ingress and egress for class A vehicles, and a sufficient number of dispensers to accommodate county vehicles.
- Provide tank/dispenser systems that meet current Environmental Protection Agency regulations governing fuel storage tank systems.
- Provide unleaded gasoline and diesel on a 24-hour/7-day schedule. County estimates annual requirement (including law enforcement vehicles) as 115,000 gallons unleaded gasoline and 35,000 gallons of diesel fuel.
- The ability to provide a three-prompt validation at the pump. Example, pin #, mileage, vehicle #.
- Invoice County every 15 days or (twice a month) for fuel used. Invoice shall include all applicable taxes.
- Invoice shall include the following information for each fuel transaction. Invoice shall list all transactions for each vehicle separately in a date/time/unit number sequential order.
  - Vehicle Number (4 digit County unit number)
  - Date/Time
  - Fuel Type
  - Odometer
  - Miles per Gallon
  - Gallons Pumped
  - Price per Gallon
  - Total Sale
  - Product Limitations
- Invoice shall include a summary for each vehicle showing total fuel pumped during month and average miles per gallon.
- Fuel transactions shall be submitted by a paper invoice sent out monthly accompanied by an e- mail invoice and electronic data file for import into a format compatible with county accounting system.

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## Proposal Evaluation Criteria

The following details the standards by which proposals will be evaluated. Please address each of the items listed in your proposal.

- A. The qualifications of the firm and staff to perform the services required, as evidenced by the following information
1. Financial resources
  2. Experience record
  3. Operations and management personnel
  4. Current client relationships
- B. The proposed operating plan for fuel facilities management.
1. Days and hours of operation
  2. Location of fuel facility
  3. Operations and maintenance standards
  4. Fuel card generation and delivery – promptness
  5. Quality of facilities
  6. Security measures at fueling sites i.e. lighting cleanliness, & regular inspections
  7. Number of dispensers/hoses
  8. Ease of ingress/egress
  9. Tank system design and compliance with regulation
  10. Billing criteria – frequency of billing, when payment is due, etc.
  11. Invoice format
  12. Purchase transactions provided via paper invoice and e-mail.
  13. Price of unleaded gasoline proposed to Glenn County as of **12:01 p.m., Friday February 25, 2022**. The method of determination: state **xx** cents above or below OPIS unbranded rack price – **attach copy of OPIS to submitted bid.** If selected, the Proposer shall apply this add-on or discount (**xx** cents) to the rack price during the duration of the contract.

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**Proposal Format** – The general conditions and instructions for submission of proposals are:

A. Proposal shall be submitted to:

Brooks vonBargen, Fleet Operations Manager  
Glenn County General Services Agency  
Fleet Services Division  
453 East Co. Rd. 49 ½  
Willows, CA 95988

B. Proposals must be received:

- a. One Original and two (2) copies
- b. Not later than **12:00 Noon, Friday February 25, 2022.**

C. Glenn County reserves the right to reject any and all proposals, or any part thereof, received by reason of this request for proposal. The County is under no obligation to award a contract if, in its opinion, no suitable contractor can be determined.

D. All submitted proposals remain the property of Glenn County.

**Exhibits to be Completed and Returned**

- A. Standard Glenn County Contract- Sample only
- B. Vendor Application
- C. W-9 Form

**GLENN COUNTY FLEET SERVICES  
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**MASTER PURCHASE AGREEMENT  
COUNTY OF GLENN**

**Date:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

Tel: \_\_\_\_\_

**County:** County of Glenn  
Department of \_\_\_\_\_

Willows, California 95988  
Tel: \_\_\_\_\_

**Description:** Purchase of \_\_\_\_\_ as identified in the bid form submitted by Vendor on \_\_\_\_\_ in response to the County's *RFP/Notice Calling for Bids* dated \_\_\_\_\_. Said purchases shall be made as needed and shall be submitted through individual Purchase Orders.

**Cost:** The total compensation payable under this agreement, inclusive of all expenses, shall not exceed \$ \_\_\_\_\_ Dollars (\$XX,XXX.XX)

**Term:** Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless the Contract is terminated earlier.

**Attachments:** *RFP/Notice Calling for Bids*; Bid Form submitted by Vendor; and Bid Award Schedule.

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I understand and agree to the terms set forth above and those contained in the General Terms and Conditions which is attached hereto and incorporated herein by this reference.

\_\_\_\_\_  
REPRESENTATIVE  
VENDOR

\_\_\_\_\_  
DATE

APPROVED FOR CONTENT AND FUND AVAILABILITY

\_\_\_\_\_  
DEPARTMENT HEAD  
GLENN COUNTY \_\_\_\_\_

\_\_\_\_\_  
DATE

APPROVED BY PURCHASING AGENT

**GLENN COUNTY FLEET SERVICES  
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SCOTT H. DE MOSS, PURCHASING AGENT  
GLENN COUNTY ADMINISTRATIVE OFFICER

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DATE

APPROVED AS TO FORM

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WILLIAM J. VANASEK  
COUNTY COUNSEL, COUNTY OF GLENN

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DATE



# GLENN COUNTY FLEET SERVICES REQUEST FOR PROPOSAL 2/14/2022

## GENERAL TERMS AND CONDITIONS

**Agreement.** Seller agrees that the only terms and conditions that are applicable to this contract are those issued by the County of Glenn, California, (County) and no other terms and conditions shall be binding upon the parties. Any additional or different terms or conditions offered by the Seller are hereby rejected. If a court of competent jurisdiction holds any part of this contract invalid, the balance shall retain its full force and effect. This Purchase Agreement, and any additional documents incorporated herein by reference, set forth the entire agreement between Seller and County.

**Artwork, Designs, etc.** (a) Upon completion or cancellation of this order, Seller shall return all designs, drawings, and blueprints (Artwork) that are furnished by the County for the production of the goods. Artwork shall not be used by the Seller in the production of materials for any third party without express written consent of the County. Artwork involves valuable property rights of County and shall be held confidential by Seller. (b) Unless otherwise agreed herein, at its own cost Seller shall supply all materials, equipment, tools and facilities to perform the work described herein. **Any materials, equipment, tools, artwork, designs, or other properties furnished by County or specifically paid for by County shall be County's property.** Any such property shall be used only in filling orders from County and may on demand be removed by County without charge. Seller shall use such property at its own risk and shall be responsible for all loss of or damage to the same while in Seller's custody. Seller shall at its cost store and maintain all such property in good condition and repair. County makes no warranties of any nature with respect to any property it may furnish to Seller hereunder.

**Assignment.** Seller shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Agreement without County's prior written consent.

**Authorized Distributor.** Seller shall be an authorized distributor of the product he sells or he must be able to show substantial evidence that the product manufacturer will honor the manufacturer's warranty of the product when purchased by the County from the Seller. The County reserves the right to cancel this order if the manufacturer refuses to honor the product warranty.

**Backorders & Product Substitution.** The seller shall not backorder any item nor make any product substitution without prior written authorization from the Purchasing Division.

**Changes in Contract.** It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the County, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties, shall be binding. The County will not compensate Seller for goods not authorized by written Change Order. The County shall have the right to revoke, amend, or modify this order at any time by issuance of a written Change Order. Seller's failure to respond within ten (10) days to a written Change Order shall constitute Seller's acceptance of the change without price or other adjustment.

**Compliance with Laws – Goods and Services.** All goods and services shall comply with all current federal, state, and other laws relative thereto, including but not limited by those set forth by the Occupational Safety and Health laws of this state. Seller further agrees to indemnify, defend, and hold the County harmless for any failure to so conform. If, in connection with the specified goods, Seller is required to comply with the Occupational Safety and Health's hazardous communications standard, SELLER SHALL PROVIDE COPIES OF APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS) AT THE TIME OF DELIVERY OF THE GOODS.

**Default by Seller/Breach of Contract.** The County reserves the right to cancel at any time, any or all items not delivered as directed and within the time specified. In case of default by Seller, the County may procure the goods or services from any source available and may charge the difference between the price named in the contract or Purchase Agreement and the actual cost thereof to the Seller.

**Delivery - Time is of the Essence.** Time is of the essence of this contract and failure to deliver the goods or services specified herein shall be a material breach of this contract. If Seller cannot deliver the goods within the specified time, Seller shall promptly notify County of the earliest possible date for delivery. Notwithstanding such notice, County may terminate this order or any part thereof without liability except for goods previously delivered and accepted. County's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy County has under this order or applicable law.

**F.O.B. Point and Title.** The F.O.B. point for this order shall be "F.O.B. Destination" unless otherwise shown on the face of this Purchase Agreement. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Seller, or his agent, shall pass to the County upon the County's inspection and acceptance of such items at the County's premises. Supplier warrants that all articles, materials, and work are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Seller agrees to hold County free and harmless against any and all claimants to said article, material, or work. Transportation charges shall be prepaid by the Seller and added to the invoice. THE ORIGINAL FREIGHT BILL MUST BE ATTACHED TO THE SHIPMENT. No charges for transportation, containers, packing, handling, or inside delivery will be allowed unless specifically stated in the Purchase Agreement.

**Force Majeure.** Neither party to the Purchase Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. County may terminate the Purchase Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the order.

**Hold Harmless.** Seller shall indemnify, defend, and hold harmless the County, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss damage, expense, costs, including without limitation costs and fees of litigation, of every nature arising out of, directly or indirectly, or in connection with this contract or the acts or omissions of Seller, Seller's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of County or the established sole negligence or willful misconduct of County, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Seller agrees that the use of any public streets and improvements that are part of or subject to

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this contract shall be at all times, before final acceptance by the County, the sole and exclusive risk of Seller. The Seller further specifically agrees that he shall indemnify and hold County free of any liability for any accident, loss, or damage to the work that is the subject of this contract before its completion and acceptance by the County.

**Inspection, Testing, & Approval.** Goods shall be received subject to County inspection, testing, approval, and acceptance at County premises notwithstanding any prior payment for such goods. Goods rejected by County as not conforming may be returned to Seller at Seller's risk and expense, and shall not be replaced by Seller without written authorization from County. Substitutions are not permitted except upon specific written authorization of County.

**Insurance.** When specified herein and/or when specified by bid or quote documents that are incorporated herein by reference, maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract.

**Invoice.** Seller shall bill the County in arrears after goods have been shipped and work has been performed. Invoice each Purchase Agreement separately, and the Purchase Agreement number must appear on all invoices and packing slips. Items on this Purchase Agreement must not be billed with those on other Purchase Agreements. Goods shall be itemized as shown on this order, and tax must be shown as a separate line item. Out-of-state Sellers must indicate their State of California Use Tax Permit number when collecting tax. Mail one original invoice to: County of Glenn, Purchasing, 525 W. Sycamore Street, Suite B1, Willows, CA 95988.

**Law and Venue.** This contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in **Glenn County, California**, and the parties hereto agree to and do hereby submit to the jurisdiction of such court.

**Packaging, Packing Materials, and Manner of Shipping.** Goods shall be packaged, marked, and otherwise prepared for shipment by Seller in suitable containers, in accordance with sound commercial practices.

**Packing Slip.** All shipments of goods shall be accompanied by a packing slip identifying the Seller and describing the goods and quantity shipped.

**Patent Indemnity.** Seller agrees to hold harmless and fully indemnify the County of Glenn, California, its officers, agents, servants, and employees from all damages or claims for damages, and costs or expenses in law or equity, including costs and expenses incurred, for the use of any invention or discovery and for the infringement of any Letters Patent, not including liability arising pursuant to Section 183 U.S. Code, Title 35 (1952), prior to issuance of Letters Patent, occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the County of items manufactured or supplied under this order.

**Payment.** Payment terms for this order shall be net 30 days unless otherwise specified herein.

**Payment Terms.** Payment terms shall be net thirty- (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If County is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by County, whichever occurs last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by County. County may set off any amount owed by Seller to County against any amount owed by County to Seller under the Purchase Agreement. County shall endeavor to pay each invoice within thirty- (30) days, but shall not be responsible to Seller for additional charges, interest, or penalties due to failure to pay within that period.

**Permits, Licenses, and Other Requirements.** (A) Seller shall comply with all applicable existing and future governmental laws, municipal ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase Agreement. (B) Seller shall be in full compliance with all permit or licensing requirements in connection with the manufacture, sale, shipment, and/or installation of the goods specified in the Purchase Agreement.

**Prices.** All prices shall be as stated in the Purchase Agreement and are firm and not subject to escalation.

**Quantities.** Seller shall deliver the exact quantities specified in the Purchase Agreement. County reserves the right to reject incomplete deliveries and to return at Seller's risk and expense excess quantities delivered.

**Rejection of Disclaimers of Warranties.** THE COUNTY OF GLENN, CALIFORNIA, REJECTS ANY DISCLAIMER BY SELLER OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Severability.** If any provision of the Purchase Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Purchase Agreement did not contain the particular provision held to be invalid.

**Shipping and Handling Charges.** No shipping, transportation, or handling charges will be allowed unless specified on the face of this order (see "FOB Point and Title" above.)

**Taxes.** This order is subject to California Sales Tax. The County is exempt from Federal Excise Tax and will provide an exemption certificate upon request.

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**Termination for Convenience.** The County reserves the right to terminate this contract WITHOUT CAUSE and without penalty immediately after ten- (10) days written notices, unless otherwise specified.

**Termination for Default.** In addition to any other remedies or rights it may have by law, the County may by written notice terminate this order immediately and without penalty for Seller's DEFAULT, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, the County may purchase or otherwise secure materials, supplies, or services and, except as otherwise provided therein, Seller shall be liable to the County for any excess costs occasioned by the County of Glenn, California, thereby.

**(No) Waiver.** Failure of County to enforce any provision of the Purchase Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of the Purchase Agreement.

**Warranties.** In addition to any other express or implied warranties, Seller warrants that all goods delivered under this order will be (1) new, suitable for the use intended; (2) of the grade and quality specified; (3) free from all defects in design, material and workmanship; (4) in conformance with all samples, drawings, descriptions and specifications furnished by County; and (5) in compliance with all applicable federal, state, and local laws and regulations. These warranties shall not be deemed to exclude Seller's standard warranties or other rights or warranties that County may have or obtain. At its expense and option, Seller shall replace or repair any goods not conforming to the foregoing warranties. If, after notice, Seller fails promptly to replace or repair any such goods, Seller shall promptly refund to County the full purchase price paid by County for such goods.

**Counterparts/Electronic, Facsimile, and PDF Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.