

AGREEMENT FOR THE SUPPLY OF PROPANE FUEL

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Westgate Petroleum hereinafter referred to as "Contractor", collectively referred to as "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, Exhibit C – Compliance Provisions, Exhibit D – Invitation for Bid No. 24-41, and Exhibit E- Westgate Petroleum Bid, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2027, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services), attached hereto.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Purchasing Agent.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
255 North Forbes Street
Lakeport, CA 95453
Attn: County Administrative Office

Westgate Petroleum
3740 Highland Springs Rd.
Lakeport, CA 95453

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Scope of Services
- Exhibit B – Fiscal Provisions
- Exhibit C – Compliance Provisions
- Exhibit D – Invitation for Bid No. 24-41
- Exhibit E – Westgate Petroleum Bid

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

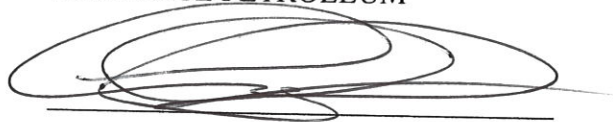
9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

WESTGATE PETROLEUM

CHAIR, Board of Supervisors



ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By: 

EXHIBIT "A" – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

1.1. Contractor shall commence and complete the Scope of Work and comply with all other requirements specified in the Invitation for Bid No 24-41, which is attached hereto as Exhibit D and incorporated by reference herein.

1.2. Contractor will commence the work required by this Agreement within five (5) calendar days after the date of the Agreement.

2. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

3. COUNTY RESPONSIBILITIES.

3.1 For such services, County agrees to pay Contractor for the supply of propane fuel at a price which includes the established base specified in the Scope of Work, the price differential established in Contractor's Bid dated June 26, 2024 (which is attached hereto as Exhibit E and incorporated by reference herein), and applicable State taxes.

3.2 The price differential established in Contractor's Bid shall, at Contractor's option, be subject to annual adjustment beginning on the first anniversary of this contract. The adjustment shall equal ninety percent (90%) of the percentage increase in the most recently available issue of the U.S. Department of Labor, Consumer Price Index, U.S. City Average. Not later than 30 days following each anniversary date, Contractor must annually notify County in writing of its exercise of said option.

EXHIBIT "B" – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **INVOICES.**

2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

EXHIBIT "C" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.
2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.
3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
 - 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
 - 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - 4.1 Clean Air Act, as amended (42 USC 1857).
 - 4.2 Clean Water Act, as amended (33 USC 1368).
 - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
 - 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.**

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **INSURANCE.**

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

EXHIBIT D



COUNTY OF LAKE
Purchasing Division
Courthouse-255 North Forbes St.
Lakeport, CA 95453
Telephone (707) 263-2580
FAX (707) 263-1012

Casey Moreno
Assistant Purchasing Agent

INVITATION FOR BID NO. 24-41

Propane Fueling Services

Date: June 13, 2024

Page: 1 of 6

The County of Lake requests bids for the supply of bulk delivery of propane fuel at the facilities enumerated hereinafter.

Sealed bids subject to the terms and conditions set forth herein will be received by the Purchasing Division of the Lake County Administrative Office, located on the first floor of the County Courthouse at 255 North Forbes Street, Lakeport, California, until 3:00 p.m. on Wednesday, June 26, 2024, at which time they will be publicly opened. Any bid received after this time and date shall not be considered. The Administrative office hours are Monday through Friday, 8:00 A.M. to 5:00 P.M.

For questions contact: Casey Moreno, Assistant Purchasing Agent at 707-263-2580.

SCOPE OF WORK

1. The County is soliciting bids for the provision of Liquefied Petroleum Gas (Propane), delivered to the County facilities designated in the attached Location Schedule. Over the course of any Agreement resulting from award of this bid, said Schedule is subject to change as new tank locations may be added or removed. Notwithstanding the current Location Schedule, the selected vendor shall be required to provide propane under the same terms and conditions, to all County locations that may subsequently be added or removed to/from the Schedule.
2. Vendors are invited to bid in accordance with the specifications established herein.
3. **Bid Pricing:** Bid prices shall be submitted as flat price differential (margin) relative to an established base. For Propane, that base shall be the weekly **San Francisco (BPN)**. The quoted differential (margin) shall be exclusive of taxes and shall be inclusive of FOB delivery, vendor's overhead, and profit.
4. **Contract Pricing Terms:** The resulting Agreement shall be for a five year term and provide for annual adjustment of the price differential (margin) in an amount not to exceed ninety percent (90%) of the percentage increase in the most recently available issue of the U.S. Department of Labor, Consumer Price Index, U.S. City Average. Contract pricing shall remain firm for each twelve (12) month period. Bidders are advised that the sales tax rate is 7.25% for locations in the unincorporated areas of the County and 8.75% for locations within the city limits of Clearlake and Lakeport.
5. **Performance Requirements:**

- A. As specified by County, vendor will be required to establish separate billing accounts for various County Departments. On a monthly basis, vendor shall provide invoices and documentation to each department that substantiates the base price being charged.
- B. Vendor will be required to coordinate deliveries to the various locations in conjunction with the agencies requirements. Vendor will also be required to guarantee non-scheduled fuel delivery within 24 hours of verbal notification of fuel required by the contract agencies.
- C. Vendor shall pay for all fees, permits, and licenses for all propane tank rentals.
- D. Vendor is responsible for the monitoring of all tanks. **The tanks must never run out of fuel.** An empty tank, at any time, during the contract period, will be considered a material breach of the contract.
- E. The County owns the propane tanks located at the Jail Complex on Helbush Drive in Lakeport and Dispatch facility on Hoyt Ave. in Lakeport. However, it is believed that propane tanks located at other County facilities are NOT County-owned. Vendor shall be required to provide rental tanks as needed. The rental charge for any vendor supplied tank shall not exceed one dollar (\$1.00) per year. Propane tanks that must necessarily be changed out upon commencement of the contract resulting from this Invitation for Bid, shall be at the expense of the vendor.
- F. Vendor will be required to provide relative priority over other customers when fuel supply is immediately necessary for the continued operation of the County department involved in responding to a community emergency or the continued operation of a critical County service.
- G. Insurance and Indemnification: Vendor will be required to provide evidence of Workers Compensation Insurance on all its employees and to procure and maintain, at Vendor's own expense, upon themselves and their employees at all times during the course of this Agreement, Commercial General Liability and Automobile Liability Insurance, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence.

GENERAL PROVISIONS

1. The Board of Supervisors reserves the right to accept or reject any or all of the items bid and waive any minor irregularities.
2. **Bid Withdrawal:** A bidder may withdraw its bid at any time prior to the hour set for opening of bids. No withdrawal or modification will be permitted after the hour designated for opening of bids.
3. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the prospective contract and/or to complete the work proposed herein.
4. Submittal and receipt of bids does not obligate the County of Lake in any way. The County is not liable for any costs incurred by the bidders in the preparation, presentation or in any other aspect of the bid and/or evaluation effort.
5. The quantities specified are approximate and represent the County's best estimate of the actual quantities required in the period specified. However, the County is in no way obligated to

purchase the full amount specified. Bidder guarantees unit prices even if fewer units are purchased. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid specifications by examination of the site, a review of any drawings and/or specifications, and/or any other reasonable means. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him from fulfilling any of the conditions of the bid or its prospective contract.

6. Each Bidder shall inform himself of, and the bidder awarded a contract shall comply with, State and local laws, statutes, and ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
7. The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
8. **Award:** The County intends to award a contract to a single vendor for all the products and services identified herein. The award will be recommended to the lowest responsive, responsible and qualified bidder(s) that meet or exceed all specifications. The decision of the County Board of Supervisors shall be final in determining the successful bidder.
9. Other public agencies may want to participate in any award as a result of this bid. The County shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful bidder. This option will not be considered in the bid evaluation. Vendors are requested to indicate whether this will be granted.
10. **Local Vendor Definition:** A vendor must meet all the following criteria.
 - 10.1 A firm or individual which regularly occupies and maintains a fixed office (including an IRS qualified home office) or a fixed distribution point, with a verifiable street address, located within the geographical boundaries of Lake County at which work of an administrative, clerical, professional, or productive nature is routinely performed relative to its contracts, and not a temporary or movable office, a post office box or a telephone answering service.
 - 10.2 Have the equivalent of one (1) full-time permanent employee, whose primary residence is located in Lake County and who provides goods or services in Lake County to Lake County based clients.
 - 10.3 If providing supplies, materials and/or equipment, must maintain within the County a continuously stocked and substantive inventory of merchandise for sale that is consistent with its primary business function.
 - 10.4 A business whose headquarters is located out of the County which has twenty (20) or more locations under the same brand (franchises excepted) shall not be eligible to qualify as a Local Vendor.

BID COMPLIANCE

1. Bid should be signed and dated in ink. Information required on all other pages must be completed in ink or typewritten.
2. Each bid must be submitted on the original Bid Form in a sealed envelope with the bid number and bidders name on the outside.
3. The undersigned bidder agrees to provide all the supplies, materials and/or services on which prices are quoted hereinafter.
4. Incomplete or altered bids may be rejected.
5. Failure on the part of the bidder to comply with all requirements and conditions of this Invitation for Bids and its specifications are grounds for the County to reject said bid. Nevertheless, the County reserves the right to waive a variation in specification if in the sole opinion of the County; such variation does not materially change the item or its performance within parameters acceptable to the County.
6. **Bid Pricing - Propane:** Bid prices for propane shall be submitted as flat price differential (margin) relative to an established base.
 - 6.1 For Propane, that base shall be the weekly **San Francisco (BPN)**.
 - 6.2 The quoted differential (margin) shall be exclusive of taxes and shall be inclusive of FOB delivery, vendor's overhead and profit.
7. **Bid Protests Procedure:** The County of Lake will follow the Appeal Procedure in their Consultant Selection Policy as follows:
 - 7.1 Appeal Procedure:

Recommendations or decisions may be appealed by writing a letter to the Board of Supervisors or Purchasing Agent, as applicable, detailing the basis of the appeal. Appeals must be filed within 72 hours of receiving notification of the County Administrative Officer's recommendation for award of the contract, or prior to an actual contract award by the Board of Supervisors, whichever occurs first.
 - 7.2 Any appeal will be heard before the Board of Supervisors on the same day as the approval of the proposed contract with the recommended consultant.
8. **Subcontracts:** The prospective use of subcontractors must be declared as part of the bidders' response. No contract shall be made by the successful bidder with any party for furnishing any of the work or services herein contained without the prior written approval of the County.

Bulk
Propane
Fueling Services

BID No. 24-41

Please indicate your Bid below:

_____ cents - representing the price differential (margin) over the weekly San Francisco (BPN). (in numbers)
(_____) (in writing)

Signature of Bidder

Title

Firm: _____

Date of Bid: _____

Telephone No. _____

Federal ID #: _____

A W A R D

ACCEPTED:

Date: _____

Item(s): _____

Chair, Board of Supervisors

ATTEST
SUSAN PARKER
Clerk of the Board

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____
Deputy

**Tank Location Schedule
For Propane Fueling Services**

Agency or Facility	Locations	Current Tank Size	Annual usage (gallons)
Jail	4913 Helbush, Lakeport (County Owned)	1@6,800 5@1,000	63,000
Voc Ed	4913 Helbush, Lakeport	500	3,500
Sheriff Admin	1220 Martin St, Lakeport	3@500	3,500
Dispatch	1355 Hoyt Ave, Lakeport	1@1,000 2@250	500
Courthouse	255 N. Forbes, Lakeport	172	50
Agriculture	883 Lakeport Blvd, Lakeport	2@500	3,000
Animal Control	4949 Helbush, Lakeport	3@500	14,000
Grand Jury	Kelseyville	150	750
LL Park Shop	9950 Lake St, Lower Lake	120	500
LL Museum	16435 Morgan Vly, Lower Lake	120	100
Social Services	15975 Anderson Ranch Pkway, Lower Lake	1@500 1@575	4,000
District Attorney	375 3 rd Street, Lakeport		1300
Mental Health	7000-B Hwy 53, Clearlake	500	3,000
Mental Health	14954 Burns Vally Rd, Clearlake	250	325
Public Health	922 Bevins Ct, Lakeport	2@500	3,750
Library	1425 High St, Lakeport	288	1000
Library	14785 Burns Valley, Clearlake	2@500	1,750
Library	310 2nd St. Upper Lake	150	500
Building & Grounds Workshop	Brush St, Lakeport	150	400
Veterans Office	3 rd /Main St. Lakeport	150	500
Road	1825 Campbell Ln, Lakeport	2@500 1@172	2,000
Water Resources	Highland Springs	250	500
Road	15970 Kugelman, Lower Lake	500	75
Road	4460 Finley E Rd. Kelseyville	500	50
Road	1275 W. Hwy 20, Upper Lake	250	150
Special Districts	230 N. Main St, Lakeport	240	1,150
Special Districts	55 Worley Dr, Lakeport	1,000	6,000
Spring Valley	2950 Wolf Creek Dr, Clearlake Oaks	1,000	500
Probation	201 Smith St, Lakeport	575	2,250
Probation DRC	1111 Whalen Way, Lakeport	3@500 1@250	6,500
Public Service	333 2nd Street, Lakeport	500	125
Gibson Museum	21267 Calistoga St, Middletown		500
Public Service	420 2 nd St, Lakeport		750

Bidders are not required to answer the following and a response (or lack of response) will not have any bearing on the bid award:

If awarded the bid, will vendor extend the same bid pricing to other public agencies located in Lake County? Yes NO

If awarded the bid, will vendor extend same bid pricing to Lake County employees? Yes NO

EXHIBIT E

Bid No. 24-41

Page 5 of 6

Bulk
Propane
Fueling Services

BID No. 24-41

Please indicate your Bid below:

\$.22 cents - representing the price differential (margin) over the weekly San Francisco (BPN).
 (in numbers)

(twenty-two cents)
 (in writing)



Signature of Bidder

Manager
 Title

Firm: Westgate Petroleum

Date of Bid: 6/26/24

Telephone No. 707-263-6512

Federal ID #: 20-0058711

AWARD

ACCEPTED:

Date: _____

Item(s): _____

 Chair, Board of Supervisors

ATTEST
 SUSAN PARKER
 Clerk of the Board

APPROVED AS TO FORM:
 LLOYD GUINTIVANO
 County Counsel

By: _____
 Deputy



Bidders are not required to answer the following and a response (or lack of response) will not have any bearing on the bid award:

If awarded the bid, will vendor extend the same bid pricing to other public agencies located in Lake County? Yes NO

If awarded the bid, will vendor extend same bid pricing to Lake County employees? Yes NO

** Unless the county will guarantee payment within terms **