



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

Stephen L Carter Jr  
Purchasing Agent

## INVITATION FOR BID NO. 17-101

### Bulk Gasoline and Diesel Fuel

**Date: February 6, 2017**

**Page: 1 of 8**

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

Sealed bids subject to the terms and conditions set forth herein will be received by the Purchasing Division, located on the first floor of the County Courthouse at 255 North Forbes Street, Lakeport, California, until 3:00 PM on Monday, February 6, 2017, at which time they will be publicly opened. Any bid received after this time and date shall not be considered. The Purchasing office hours are Monday through Friday 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. The office is closed daily from 12:00 Noon to 1:00 P.M.

For further information contact: Stephen L Carter Jr, Purchasing Agent at 707-263-2580

### SCOPE OF WORK

**1.** The County is soliciting bids for the provision of the following fuel commodities, delivered to designated County facilities for a three year period:

1.1 Unleaded gasoline in octane grade 87

1.2 #2 Diesel fuel;

Vendors are invited to bid on one or more of these fuels in accordance with the specifications herein and the proposed Agreement attached hereto. The County intends to award an exclusive contract for each fuel (i.e. one contract for gasoline and another contract for diesel). If the bid is submitted on an "All or Nothing" basis, it must be so stated in the bid response.

**2. Contract Pricing Terms:** Any resulting contract shall be for a three 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, all urban customers in the San Francisco/Oakland/San Jose, CA metropolitan area. Contract pricing shall remain firm for each twelve (12) month period

**3. Performance Requirements:**

3.1 Vendor will be required to establish separate billing accounts for various County Departments. On a monthly basis, vendor shall provide invoices and documentation

substantiating the base price (i.e. the weekly SF OPIS, UBD Rack Avg.) on which the margin is applied.

3.2 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.

3.3 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.

3.4 Vendor shall be required to mail invoices to specified departmental addresses.

3.5 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.

### **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:** Award will be recommended to the lowest responsive, responsible and qualified bidder(s) that meet or exceed all specifications. The County reserves the right to award the bid(s) to one or to multiple vendors based upon the price configuration which is determined by the Lake County Board of Supervisors to be the most advantageous to the County. 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 bid evaluation. Vendors are requested to indicate whether this will be granted.

10. **Local Vendor Definition:** A vendor must meet all of 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 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 - Fuel:** Bid prices for each fuel shall be submitted as flat price differential (margin) relative to an established base.
  - 6.1 For gasoline and diesel, that base shall be the weekly **OPIS – SAN FRANCISCO, UBD RACK AVG.**
  - 6.2 The quoted differential (margin) shall be exclusive of taxes and shall be inclusive of FOB delivery, vendor's overhead and profit.
  - 6.3 The County reserves the right to award the bid(s) to one or to multiple vendors based upon the price configuration which is determined by the Lake County Board of Supervisors to be the most advantageous to the County.
7. **Bid Protests Procedure:** Recommendations or decisions may be appealed by writing a letter to the Purchasing Agent detailing the basis of the appeal. Appeals must be filed within 72 hours of receiving notification of the Purchasing Agents recommendation for award of the contract, or prior to an actual contract award by the Board of Supervisors, whichever occurs first.
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.

**BID SCHEDULE #1**

**BID 17-101**

<b>#2 DIESEL FUEL</b>			
<b>AGENCY or FACILITY</b>	<b>LOCATIONS</b>	<b>TANK SIZE</b>	<b>ANNUAL EST. USAGE (GALLONS)</b>
Solid Waste	16015 Davis Ave., Clearlake	1,000	40,000
Road	15970 Kugelman, Lower Lake	2,000	14,000
Spec Dist	2485 Old Hwy 53, Clearlake	1,000	2,000
Road	4460 Finley E. Rd. Kelseyville	2,000	15,000
Spec Dist	5185 Gunn St., Kelseyville	500	2,500
Jail	4913 Helbush, Lakeport	2,500	100
Spec Dist	1155 Whalen Way, Lakeport	500	600
Road	1275 W. Highway 20, U.L	2,000	15,000
Bldgs&Grnds	255 N Forbes Street, Lakeport	6,000	12,000
Total Estimated Consumption			101,200

BID AMOUNT: (Price differential in cents applicable to each of the above locations)	
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Will vendor allow other Lake County public agencies to participate in any award that results from its bid? Yes ☐ NO ☐

**BID CERTIFICATION**  
**FOR BID SCHEDULE #1**

Bulk  
Diesel Fuel  
Delivered

**BID 17-101**

**Certification of Bid for Unit Prices of Fuels as listed on Bid Schedule #1**

_____	_____
Signature of Bidder	Title
Firm: _____	Date of Bid: _____
_____	Telephone No.: _____
Federal ID #: _____	

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**A W A R D**

ACCEPTED: \_\_\_\_\_ Date: \_\_\_\_\_

Item(s): \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA GRANT  
County Counsel

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_

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**BID SCHEDULE #2**

**BID 17-101**

<b>UNLEADED GASOLINE</b>			
<b>AGENCY or FACILITY</b>	<b>LOCATIONS</b>	<b>TANK SIZE</b>	<b>ANNUAL EST. USAGE (GALLONS)</b>
Spec Dist	2485 Old Hwy 53, Clearlake	1000	3,000
Spec Dist	5185 Gunn St., Kelseyville	500	5,000
Road	4460 Finely E. Rd., Kelseyville	2,000	5,000
Spec Dist	1155 Whalen Way, Lakeport	500	3,300
<b>TOTAL ESTIMATED CONSUMPTION</b>			<b>16,300</b>

<b>BID AMOUNT:</b> (Price differential in cents applicable to each of the above locations)	
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Will vendor allow other Lake County public agencies to participate in any award that results from its bid? Yes ☐ NO ☐

**BID CERTIFICATION  
FOR BID SCHEDULE #2**

Bulk  
Gasoline  
Delivered

**BID 17-101**

**Certification of Bid for Unit Prices of Fuels as listed on Bid Schedule #2**

_____ Signature of Bidder	_____ Title
Firm:_____	Date of Bid:_____
_____	Telephone No._____
Federal ID #: _____	

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**A W A R D**

ACCEPTED:	Date:_____
	Item(s):_____

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA GRANT  
County Counsel

By:\_\_\_\_\_  
Deputy

\_\_\_\_\_

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