



## *Oro Grande School District*

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# Request for Proposal Fleet Fuel

**RFP No:** 19-20-03

**Requestor:** Morgan Shearer

**Phone No:** (760) 243-5884 x 458

**Fax No:** (760) 859-3009

**Email:** [Morgan\\_shearer@orogrande.org](mailto:Morgan_shearer@orogrande.org)

**Request for Proposals Issued:**  
November 20th, 2019

**Deadline for Responses:**  
December 4th, 2019 By 1:00 pm

**Return Responses to:**  
Oro Grande School District  
Attn: Morgan Shearer  
19900 National Trails Hwy  
Oro Grande, CA 92368

## REQUEST FOR PROPOSAL FOR FLEET FUEL

Oro Grande School District ("District") is requesting proposals from qualified Vendors to provide the District with Fleet Fuel that includes Fueling Cards. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

Proposals received after the deadline will be returned unopened. Proposals that are incomplete in form or content will be deemed non-responsive and will not be considered. Once accepted, proposals become the property of the District. The District reserves the right to request additional information or clarification if needed, upon review of your Proposal.

This Request for Proposal should not be construed as a guarantee of business or contract. The objective of this RFP is to select a Vendor which, based on the content and evaluation of the proposals received, will best serve the needs of the District at this time. However, the District may also, upon review of proposals, elect not to award a contract to any respondent.

Questions regarding this RFP may be submitted by email or phone to:

- Morgan Shearer - [morgan\\_shearer@orogrande.org](mailto:morgan_shearer@orogrande.org) - 760.243.5884 x 458

## INSTRUCTIONS, TERMS AND CONDITIONS

1. INSTRUCTIONS AND USE OF FORMS. In order to preserve uniformity and to facilitate the award of contracts, Respondents shall complete, sign and return proposal, supportive material (as needed), Non-Collusion Declaration and Workers Compensation Certification as their response to this RFP.
2. ACCEPTANCE OF INSTRUCTIONS, TERMS AND CONDITIONS. By signing and submitting a response to this RFP the Vendor acknowledges receipt and acceptance of these Instructions, Terms and Conditions.
3. ACCEPTANCE OR REJECTION OF RESPONSES.
  - a. Proposals will be evaluated by District personnel familiar with the requirements of this RFP and the needs of the District.
  - b. The District reserves the right to reject any and all Responses that are incomplete, contain errors, arrive after the due date/time or are submitted by unqualified organizations.
  - c. The District reserves the right not to award a contract if the District, in its sole discretion, deems the responses received pursuant to this RFP lacking in any respect or insufficient to meet the District's requirements and needs.

- d. The District reserves the right to request any Vendor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.
  - e. Vendor agrees that failure on its part to list all cost components related to the contract will not be accepted by the District as an acceptable justification to re-quote the proposal.
  - f. Vendor acknowledges that the original proposal and costs provided stand. However, the Vendor has the option of withdrawing a proposal at any time until a final contract is executed.
  - g. The District reserves the right to cancel or renegotiate the purchase any time prior to an order being submitted.
  - h. The District reserves the right to negotiate terms and scope of work with the highest ranked Vendor. If an agreement cannot be negotiated, the District reserves the right to negotiate with any other Vendor.
  - i. A final contract will be awarded to the most competitively priced and qualified proposal. Although price is of prime consideration, it is not the sole determining factor. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, previous experience and performance, conformity to specifications, compatibility, other costs, other objective and accountable factors which are reasonable and any other considerations that may be deemed relevant by the District.
4. SUBMISSION OF PROPOSALS. Proposals may be submitted in person to the Purchasing Manager at the District Office, 19900 National Trails, HWY, Oro Grande, Ca 92368, in writing to the Purchasing Manager, Oro Grande School District, PO Box 386, Oro Grande, CA 92368, or via email to the Purchasing Manager at [morgan\\_shearer@orogrande.org](mailto:morgan_shearer@orogrande.org). All forms of submission shall be delivered prior to the deadline listed. All proposals received after the bid deadline shall be returned to the Vendor unopened.
5. PROPOSAL PROTESTS. The following instructions must be followed by a Respondent who wishes to challenge the District's selection and award of any contract pursuant to this RFP:
- a. Any protest must be submitted in writing to the Purchasing Manager, Oro Grande School District, PO Box 386, Oro Grande, CA 92368, before 3:00 p.m. on the fifth (5<sup>th</sup>) business day following the District's notification of its intention to award a contract pursuant to this RFP.
  - b. Only organizations who submitted a proposal in response to this RFP may file a protest.
  - c. Protests must contain the following specific information:
    - i. Protestor's name, address, phone and email address;
    - ii. Date on which protestor's Response was submitted to the District;
    - iii. Protestor's specific, detailed basis for the protest, which must be supported by facts and/or documentation. Protests based on hearsay, feelings or opinions not supported by facts, will be deemed invalid.
  - d. The protestor shall send a copy of the initial protest document and any attached documentation to all other parties that may be affected financially by the outcome.

- e. The District will review and evaluate the protest for validity, including, if required, review by outside counsel. The District and/or counsel will provide a response within ten (10) days of review of the protest letter.
  - f. If upon review, the proposal protest is found to be frivolous or lacking validity, the protest will be rejected and the protesting party may be deemed ineligible to participate in future District RFPs or contracts.
- 6. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the express, prior written approval of the District. Any attempted assignment in violation of the provision may be voided at the option of the Board of Trustees.
  - 7. **NO CONTACT WITH BOARD OF TRUSTEES.** Respondents may not contact any member of the Oro Grande Board of Trustees (or any District employee, except as provided herein) regarding this RFP, unless specifically invited to an interview conducted by the Board.
  - 8. **NON-DISCRIMINATION.** The Oro Grande School District does not discriminate in the selection, acceptance, or treatment of any contractor based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law.
  - 9. **HOLD HARMLESS.** The Vendor shall defend, indemnify, and hold the District, its officers, agents, volunteers, and employees harmless from any and all causes of action or claims of damages arising out of or related to the Vendor's performance under this contract.
  - 10. **WORKERS' COMPENSATION.** Within five (5) days after notice of intent to award and prior to award, Vendor must furnish the District, at no cost or obligation to the District, certificates of insurance from all companies as evidence of the amounts and types of insurance required. Vendor's Workers' Compensation insurance shall include a waiver of subrogation.
    - a. General Liability: \$1,000,000 With a Combined Single Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage, including Contractual Liability, Products Liability
    - b. Automobile Liability: \$1,000,000 Per accident for bodily injury and property damage. Coverage to include "Owned, Non- Owned, and Hired" automobiles.
    - c. Workers' Compensation: As required by the State of California and Employer's Liability: \$1,000,000 Per accident for bodily injury or disease.
  - 11. **NON-COLLUSION.** Any efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful. Public Contract Code 7106 requires all Vendors to submit a non-collusion declaration.
  - 12. **LENGTH OF CONTRACT.** The length of the contract shall be for one (1) year with an option for two (2) annual renewals.
  - 13. **EVALUATION PROCESS.** Vendors will be evaluated based on their responses to all questions and requirements in this RFP. The District reserves the right to conduct a background inquiry of the selected Vendor which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, the Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

## SPECIFICATIONS

The District is seeking fleet fuel and card management services. Card authorized fleet fueling stations should be located within at least 15 miles of the District location. Multiple locations should be available within a 25 mile radius. Must have multiple locations that are accessible for District fleet. The District shall have access to 55 individual cards to be assigned by vehicle.

For the following period 07/01/18-06/30/19 the District expended \$261,862 on fuel for fleet vehicles.

Estimate for 07/01/19-06/30/20 fuel shall be \$269,750

Current Fleet Vehicles: 32 School Buses, 5 Vans, 3 SUVs, 10 Compact and 2 Trucks

There is no minimum guarantee for any contract amounts. The annual fuel value and card quantity are estimates based on usage to date, actual expenditures and quantity may be higher or lower depending on the needs of the District.

Motor fuels shall meet appropriate designation for fuel type and grade under ASTM designation D439 gasolines and D975 diesel latest update. Vendor shall provide motor fuels in accordance with City, Federal, and State of California regulations and ordinances for product of this type.

## INVOICING AND REPORTS

The successful Vendor must provide a monthly invoice and quarterly reports specified below and make recommendations on additional reporting elements.

Monthly Invoicing: Invoices must include Purchase Order (PO) Number, itemized charges by vehicle/card number, transaction location, type of fuel purchased, gallon quantity and applicable taxes and fees. **Vendors must provide a sample invoice.**

Quarterly Reports: Vendor must provide reports for each individual card/vehicle being utilized within the quarter. A summary by quarter is required. Vendor must report on volume and costs associated to each card/vehicle. State your ability to submit quarterly reports electronically and in what form the reports will be sent.

## PROPOSAL CONTENT REQUIREMENTS

Each Vendor shall submit a complete proposal with all information requested.

1. **TITLE PAGE.** Indicate the name of the firm, local address, the name of your firm's contact person, the telephone number of the authorized person or persons to be used as the contact person and the date.
2. **COMPANY DATA.**
  - a. Please provide an overview of your company.
  - b. Has your firm ever been terminated or replaced by another firm during a contract? If so, explain in detail and provide results of any litigation and/or settlement on the contract.
  - c. Provide three (3) references, preferably School District, County Office of Education, or Public Agency client, with names, addresses, and telephone numbers of appropriate contacts where you have similarly contracted with.
3. **DESCRIPTION OF PROPOSED SERVICES.** Provide a general discussion of how you would provide fleet fuel and card management services
  - a. Pricing schedule for all fuel types
  - b. Locations of authorized fueling stations
  - c. Describe your data information management tools
  - d. Provide a fee schedule
4. **OTHER REQUIRED DOCUMENTATION.**
  - a. Proposal Form/Signature Page
  - b. Non-Collusion Declaration
  - c. Workers' Compensation Certification
  - d. Sample Invoice
  - e. Sample Report

## PROPOSAL FORM/SIGNATURE PAGE

Submitted herewith is our proposal to provide Fleet Fuel Management Card services. We propose to provide this proposal in compliance with the instructions outlined in this Request for Proposal.

Acknowledgement of Proposal Addenda: In submitting this Proposal, the undersigned acknowledges receipt of all Proposal Addenda issued by the District, as set forth below. The Vendor confirms that this proposal incorporates and is inclusive of all items contained in Proposal Addenda.

Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
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COMPANY:	DATE:
MAILING ADDRESS:	PHONE:
CITY:                      STATE:      ZIP:	EMAIL:
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:
AUTHORIZED SIGNATURE:	PRINTED NAME:
	DATE:

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
(date) (city) (state)

X \_\_\_\_\_



## WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

\_\_\_\_\_

Vendor

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

Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)