

Bid 668

for

Gas and Diesel Fuel

Send Electronic Proposals to:
Deanna.Rantz@oxnardunion.org

Bids Due: April 29, 2022 @ 11:00 a.m.

OXNARD UNION HIGH SCHOOL DISTRICT

NOTICE INVITING BIDS

NOTICE IS HEREBY given that the Board of Trustees of the Oxnard Union High School District at 1800 Solar Drive, Oxnard California 93030, will receive electronic bids marked ***Bid #668 Gas and Diesel Fuel***, up to,

11:00 a.m., April 29, 2022

for furnishing all materials, labor, and equipment required for providing fuel for District vehicles.

Each bid shall be in accordance with specifications and other contract documents on file than can be viewed on the District website at: <https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals> . Bidders may email the Director of Purchasing, Deanna Rant at Deanna.Rantz@oxnardunion.org with clarification requests, no later than the RFI deadline noted in the bid document.

The Board of Trustees reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informality or irregularity and to sit and act as sole judge of the merit and qualifications of the materials or services offered.

By order of the Board of Trustees of the OXNARD UNION HIGH SCHOOL DISTRICT, Oxnard, California.

PUBLISH: 4/13/22 & 4/20/22

BID FORM

Bid # 668 Gas and Diesel Fuel

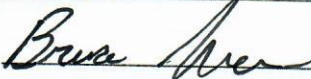
Board of Trustees
Oxnard Union High School District
1800 Solar Drive
Oxnard, CA 93030

Ladies and Gentlemen,

Having carefully examined the General and Specific Conditions, the undersigned proposes and agrees to furnish fuel in strict compliance with all the terms and conditions of this bid, at the prices reflected below. The undersigned has checked the prices given and understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned. The undersigned has read, understands, and has signed the Non-Collusion Affidavit included in this bid package.

\$ + .2300 , per gallon mark-up over **OPIS** Average

Date 04/28/2022

Signature 

Vendor Name Merrimac Petroleum dba Merrimac Energy Group

Title Sales / Dispatch

Printed Name Bruce Mainor

Address 3738 Bayer Ave., Suite 204 Long Beach Ca. 90808

Telephone (562)-420-6000

Email: bmainor@merrimacenergy.net

OXNARD UNION HIGH SCHOOL DISTRICT
Bid #668 Gas & Diesel Fuel

SECTION A

GENERAL CONDITIONS and INSTRUCTIONS to BIDDERS

1. Bidders, to receive consideration, must be made in accordance with the following instructions:
 - a. Bids must be on the form provided by the Oxnard Union High School District. All signatures must be in longhand. All corrections must be initialed in ink by the person signing the bid. The completed form shall be without erasures or alterations except for those initialed.
 - b. Bids shall be clearly marked "**Bid #668 Gas and Diesel Fuel**" in the subject line and sent electronically via email to Deanna.Rantz@oxnardunion.org no later than **April 29, 2022, 11:00 A.M.** Late bids will not be accepted. The District is not responsible for technical issues with the bidder in submitting its bid package. Bids will not be opened publicly and read aloud. Bid results will be posted on the District website noted in the Notice Inviting Bids.
 - c. Any bids received after the time and date set for the opening of bids will not be viewed and will be considered non-responsive. OUHSD is not responsible for late bids or transmission errors.

WITHDRAWAL OF PROPOSALS

2. Proposals may be withdrawn by the bidder(s) prior to, but not after, the time and date fixed for the opening of the bids or for 60 days thereafter. Thirty, (30) days, written notification is required prior to the cancellation of the contract by either party.

SALES TAX

3. This item is not applicable. The District is exempt from tax on fuel under the Use Fuel Tax Law, Section 8655. The OUHSD tax exemption number is FR AR 15 603714001.

NOTIFICATION OF AWARD

4. Notification of award shall be made at the earliest convenient time and date. It is the intention of OUHSD to award to multiple providers, if it is in the best interest of the District.

DECISION

5. The District reserves the right to make the decision of award, to waive any irregularities or informalities, and to sit and act as sole judge of the merit and qualifications of the material, service, or equipment offered. The District will award based on lowest responsive bid or bids.

BID FORMS

6. Bids must be prepared and submitted on the Bid Form furnished by the District. It is the responsibility of the bidder(s) to make and retain a copy. Failure to submit a bid using the District provided Bid Form will result in rejection of the bid.

REQUIRED DOCUMENTS

7. The following documents must be submitted in your response to be considered a responsive bidder. Failure to supply these forms will render the bid non-responsive.
 - Bid Form
 - Non-Collusion Declaration

REQUEST FOR INFORMATION (RFI)

8. Should a bidder need clarification or have questions related to any of the bid document contents, they must email the Director of Purchasing, Deanna Rantz at Deanna.Rantz@oxnardunion.org no later than April 25, 2022 at 11:00 a.m.

PROTEST

9. Any bid protest by and Bidder regarding any other bid must be submitted in writing to the District representative before 5:00 p.m. of the THIRD (3rd) business day following the bid opening.
 - a) Only a Bidder who actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. A bid protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - b) The protest must refer to the specific portions of all bid documents that form the basis for the protest.
 - c) The protest must include the name, address, email address and telephone number of the person representing the protesting party.
 - d) The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - e) The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further

pursue the bid protest, including filing a Government Code Claim or legal proceedings.

HOLD HARMLESS

10. The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this Bid.
 - a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Contract Documents, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
 - b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
 - c) The Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

INSURANCE

11. The Contractor is required to hold all required insurance for the duration of the project or until goods and/or services are rendered and approved as having been completed. Failure on the part of the Provider, or any of its subcontractors or facilities, to procure or maintain required insurance shall constitute a material breach of the contract or Purchase Order under which the District may immediately cancel receipt of goods and/or services. Contractor is required to hold all insurance as required by the State of California, the United States Government, and any and all agencies related to fuel dispensaries.

NON-APPROPRIATION OF FUNDS

12. The District may cancel this contract at any time due to non-availability of funds.

SECTION B: SPECIFIC CONDITIONS

1. The successful bidder must have one or more locations, accessible to District vehicles 24 hours per day, 365 days per year. **Location(s) must be within fifteen (15) driving miles of the following District Schools:**

Adolfo Camarillo High School, 6440 Mission Oaks Blvd., Camarillo, CA
Channel Islands High School, 1400 Raiders Way, Oxnard, CA
District Office, 309 South K Street, Oxnard, CA
Frontier High School, 545 Airport Way, Camarillo, CA
Hueneme High School, 500 Bard Road, Oxnard, CA
Oxnard High School, 3400 W. Gonzales Road, Oxnard, CA
Pacifica High School, 600 E. Gonzales, Road, Oxnard, CA
Rancho Campana High School, 4235 Mar Vista Drive, Camarillo, CA
Rio Mesa High School, 545 Central Avenue, Oxnard, CA

All locations must be configured in such a way to provide easy access, entry and exit for all District vehicles, including 96-passenger buses (40 feet long).


2. The successful vendor must provide a computerized card-lock system, with a card for each District vehicle, as requested by the District, which provides access to appropriate fuel at any time. The cards must be coded in such a way to limit each of the vehicles to a specific type of fuel.
3. In addition to the card, each District employee designated by the District shall be assigned a confidential individual code number. Both the card and the code shall be necessary to obtain fuel.
4. When obtaining fuel, it must be necessary for District employees to enter the odometer reading of selected vehicles, as designated by the District.
5. The successful vendor must be able to provide monthly detail reports, including the following information:
 - 1). Bus or vehicle number
 - 2). Date and time the fuel was obtained
 - 3). Code number of the driver receiving the fuel
 - 4). Type of fuel received
 - 5). Amount of fuel received
 - 6). Odometer reading of the vehicle
 - 7). Mile per gallon by vehicle
 - 8). Price per gallon of fuel received (that day)
 - 9). Cost of each fill-up
 - 10). Subtotal cost monthly by vehicle
 - 11). Grand total of gallons by type of fuel
 - 12). Amount of fuel taxes, if applicable
 - 13). Grand total (dollars) due and payable

6. The successful vendor must be able to provide three (3) types of fuel: diesel, regular unleaded gas, and premium unleaded gas. All fuel must be of high quality, with industry standard octane content.
7. **Pricing:** The District understands that fuel prices can fluctuate daily, therefore vendors are asked to indicate the mark-up over the **OPIS** (Oil and Petroleum Institute Service) average.
8. The estimated fuel usage for the current school year 2021/2022 is as follows: Diesel fuel, 60,000 gallons, Unleaded Regular, 30,000 gallons, Premium Unleaded, 6,000 gallons. These quantities are an estimate only and are not guaranteed.
9. The term of the contract will be for three (3) years, with, by mutual consent, the ability to extend the contract for two (2) **ADDITIONAL YEARS** in **ONE-YEAR** increments. The projected start date is July 1, 2022. Each contract year will start July 1 and end June 30.
10. The District understands that there is no firm dollar amount of this bid, however, it is anticipated that the total annual purchase of fuel will be a minimum of **\$175,000.00**.
11. The District would like to make the pricing submitted in response to this bid available to other school districts and public agencies. This would be defined as a "piggyback clause." For the term of the contract and any mutually agreed upon extensions pursuant to this request for bids, at the option of the provider, other school districts and community college districts, any public corporation or agency including any county, city, town or agency within but not limited to the California Counties of Ventura, Los Angeles and Santa Barbara may purchase gas and diesel fuel upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

NON-COLLUSION AFFIDAVIT

State of California)
County of Los Angeles)

Mary Hazelrigg, Being first duly sworn, deposes and says that he or she is President / Owner of Merrimac Petroleum dba Merrimac Energy Group, the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the bidder, or any other bidder or to fix any overhead, profit, or cost element of the bid prices, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signed _____

Date

04/28/2022

President / Owner
Title

Merrimac Petroleum dba Merrimac Energy Group
Company/Corporation