PURCHASING & WAREHOUSE DEPARTMENT
2326 Bisso Lane, Concord, California 94520

REQUEST FOR PROPOSAL

#1960

2025 BULK GASOLINE & RENEWABLE DIESEL FUEL SERVICES

FOR

MT. DIABLO UNIFIED SCHOOL DISTRICT

DATE DUE: June 12, 2025 10:00 a.m.

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Mt. Diablo Unified School District
NOTICE FOR REQUEST FOR PROPOSALS
RFP #1960 – 2025 Bulk Gasoline & Renewable Diesel Fuel Services

The Mt. Diablo Unified School District ("**District**") is requesting submission of Request for Proposals ("RFP") from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("**Firm(s)**") **for RFP #1960 – 2025 Bulk Gasoline & Renewable Diesel Fuel Services for Mt. Diablo Unified School District.**

RFP documents and specifications may be reviewed and/or downloaded from the Mt. Diablo Unified School District Website at: www.mdusd.org; go to Departments, Business Services, Purchasing & Warehouse, Bidding & Auction Information Tab. The IP address is as follows: https://mdusdorg.finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids.

Interested companies are invited to submit their original Proposals as described below to: **Mt. Diablo Unified School District, Attn: RFP#1960, Purchasing Department, 2326 Bisso Lane, Concord, CA 94520.** Facsimile (Fax) and digital copies of proposals will NOT be accepted.

This request is a formal request for RFPs, but is not an offer by the District to contract with any firm responding to this RFP. **The District will select one firm to provide gasoline, diesel and renewable diesel for District vehicles.**

Sealed Proposals must be received by 10:00 am, Thursday, June 12, 2025. Submittals received after this date and time will not be accepted by the District. There will be no public RFP response opening on this RFP.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible and qualified.

Dr. Adam Clark Board Clerk

Publication: Contra Costa Times
Advertising Dates: May 28, 2025 and June 2, 2025

REQUEST FOR PROPOSAL
RFP #1960 – 2025 BULK GASOLINE & RENEWABLE DIESEL FUEL FOR MT. DIABLO UNIFIED SCHOOL DISTRICT

1.0 Overview of Request for Proposals

1.1 Publication of Request for Proposals

Mt. Diablo Unified School District ("MDUSD" or "District") is issuing this request for proposals ("RFP") to solicit proposals from Bulk Gasoline and Renewable Diesel Fuel service providers.

As used in this RFP, the following words have the meanings assigned to them herein.

"**CARB."** The CARB refers to California Air Resources Board

"**Contractor.**" The Contractor refers to the entity who the District selects for award of contract pursuant to this RFP and with whom the District successfully negotiates the terms of an agreement.

"F.O.B." The FOB refers to delivery without charge and placing on board a carrier at a specified point (Free On Board).

"**Key Personnel.**" The Key Personnel refers to the individuals who will perform essential roles in establishing, coordinating, and delivering the services requested under this RFP.

"MSDS." The MSDS refers to Material Safety Data Sheets.

"MTBE." The MTBE refers to Methyl Tertiary-Butyl Ether.

"MDUSD." The MDUSD refers to the Mt. Diablo Unified School District.

"OPIS." The OPIS shall mean the Oil Price Information Service

"PAD." The PAD refers to Petroleum Administration for Defense.

"PAD 5." The PAD 5 refers to the Western United States region for oil price information under OPIS and includes the San Francisco area.

"Proposer." The Proposer refers to any entity submitting a response to this RFP. Also referred to as Respondent.

"RFP." The RFP shall mean this Request for Quotation.

"Submittal." The Submittal refers to a response package submitted in response to this RFP. Also referred to as Statement of Proposals or Proposal.

1.2 Timeline and Key Dates

The anticipated schedule for this solicitation event is as follows.

MILESTONE	Weekday	Date
Document Posting (MDUSD Website)	Friday	May 27, 2025
Advertising Run Dates	Tues.& Wed.	May 27, 2025 & June 2, 2025
Question Submission Deadline	**Thursday**	**June 5, 2025**
Question and Answer/Addendum Posting	**Monday**	**June 9, 2025**
Proposal Due (by 10:00 A.M.)	**Thursday**	**June 12, 2025**
Intent to Award Notice (Anticipated)	Monday	June 16, 2025
Board of Education Approval Date (Anticipated)	Wednesday	June 25, 2025
Contract Start Date (Anticipated)	Tuesday	July 1, 2025

RFP Contact: Elizabeth McClanahan, Director of Purchasing & Warehouse
(925) 825-7440 Ext: 3740; McClanahanE@mdusd.org

Project Manager: Cristian Lepe, Director, Transportation,
(925) 825-7440 Ext: 3705

Deliver sealed RFP Packet to:
Purchasing and Warehouse Department
MT. DIABLO UNIFIED SCHOOL DISTRICT
ATTN: RFP# 1960
2326 Bisso Lane, Concord, CA 94520

1.3 Instructions to Request for Proposal Bidders

A. Submitting RFPs.

a. The RFP must be submitted on this form, in its entirety, (attachments accepted) in a **sealed envelope** with the wording *2025 Bulk Gasoline and Renewable Diesel Fuel for MDUSD, RFP #1960* marked on the outside.
b. All documentation of unit pricing or other cost breakdowns as outlined in this RFP must be submitted to support the total RFP price.
c. RFPs/corrections received after the closing time will not be opened. The Mt. Diablo Unified School District will not be responsible for RFPs not properly marked and delivered. Upon award, all submissions become a matter of public record.

B. Date Due. RFPs must arrive in the **Purchasing Office, 2326 Bisso Lane, Concord, CA 94520, by 10:00 a.m. on June 12, 2025**. RFPs received after the date and/or time stated will be considered late and will not be considered for award.

C. **Notice of Intent to Award** will appear in RFP #1960 **"Status"** located on MDUSD's website on or before **June 16, 2025.**

D. **Responsibility.** RFP Bidders are solely responsible for ensuring their RFP is received by the Mt. Diablo Unified School District in accordance with the solicitation requirements, before the date and time specified in the RFP, and at the place specified. The Mt. Diablo Unified School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of RFP shall be made at the office specified in the RFP. Deliveries made before the Date Due and time but to the wrong Mt. Diablo Unified School District office will be considered non-responsive unless re-delivery is made to the office specified before the Date Due and time specified in the RFP. RFPs received after the scheduled RFP Submittal Deadline will be returned unopened.

E. **Extension of Due Date and/or Time.** The Mt. Diablo Unified School District reserves the right to extend the Date Due and/or time when it is in the best interest of the Mt. Diablo Unified School District.

1.4 Preparation of RFPs.

RFP's must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the RFP form. Signature on RFP's must be in wet ink (blue ink) to be considered acceptable. RFP on each item separately. Prices should be stated in units specified hereon. RFP Bidders are requested to submit their pricing on the RFP forms provided. Each RFP must be submitted in a separate *sealed envelope* with the RFP number on the outside, and must be submitted to the Purchasing/Warehouse Department of the Mt. Diablo Unified School District at the time and date specified. Fax or other electronic delivery of RFPs is not acceptable.

1.5 Errors and Corrections.

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the RFP. Verify your RFP before submission as the RFP cannot be withdrawn or corrected after being opened or withdrawn until the specified time period has elapsed. The District will not be responsible for errors or omissions on the part of Bidder in making up their RFP.

1.6 Sales Tax.

Do not include California State Sales or Use Taxes in unit prices for purposes of this Proposal.

1.7 Failure to Respond.

If you do not respond to this RFP, please mark "no RFP" in the space provided and sign it, and return the RFP, otherwise your name may be removed from the Bidder's list.

1.8 Substitutions and Samples.

If quoting on other than the make, model or brand specified, the manufacturer's name and model or catalog number must be given. Where samples are requested, they must be furnished free. Suitable and valuation of "equals" rest in the sole discretion of the District. Samples will be returned at Bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

1.9 Acceptance and Award of RFP.

The right is reserved to reject any or all RFPs to accept or reject any line items thereon, and to make any combinations of line-item awards.

a. Award of this RFP shall be made to the most responsible Bidders who is fully responsive to the terms of this solicitation. A Bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this RFP. The District may consider prompt payment discounts (only terms of 2% / 30 days or better will be considered) and other rebates offered on the RFP form in determining lowest net cost.
b. RFPs may be rejected on grounds of non-responsiveness or non-responsibility. RFPs are subject to acceptance at any time within ninety (90) days after opening of the same unless otherwise stipulated.
c. The District reserves the right to make no award at all and further reserves the right to reject any and all RFPs and to waive any irregularity or discrepancy associated with the RFP.
d. Once the District has approved awarding the contract(s) to the most responsive/responsible Bidders the successful Bidders will be required to sign and provide evidence of insurance within ten (10) calendar days, unless extension of time if authorized by the District.

1.10 Patents, Etc.

The Contractor shall hold the Mt. Diablo Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

1.11 Failure to Fulfill Contract.

If any contractor or Contractor fails to deliver any article or service or delivers any article or service that does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with said Contractor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the

Board of Education to be to the best advantage of the Mt. Diablo Unified School District. Any failure for furnishing such articles or services by reason of the failure of the Contractor or contractor, as above stated, shall be a liability against such Contractor and its sureties. The Board of Education reserves the right to cancel any articles or services that the successful Bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Bidder provided satisfactory proof is furnished to the Board or Education, if requested.

1.12 RFP Signatures.

All RFPs must show the firm name and must be signed with a *wet signature* (blue ink) by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

1.13 Cancellation for insufficient or non-appropriated funds.

The Bidders hereby agrees and acknowledges that monies utilized by the District to purchase the items RFP is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

1.14 Hold Harmless.

Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless the Name of Mt. Diablo Unified School District, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

1.15 Warranty/Quality.

All items furnished shall be subject to inspection and rejection by the District for defects or noncompliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications shall be deducted from the contract price.

1.16 Contract Terms.

a. The term of the contract will be from **7/01/2025 – 6/30/2026**.
b. By mutual agreement, this contract may be extended for additional terms at agreed prices with terms and conditions remaining the same. The District may extend the Bid for up to two (2) additional one (1) year terms with Contractor(s) that maintain the same pricing as

the original Bid in accordance with provisions contained in the Education Code, Sections 17596 (K12).

c. The contract will be subject to termination by either party upon thirty (30) days advance written notice of intention to terminate.
d. The District may terminate the contract at any time without written notice upon a material breach of contract by the successful Bidder.

1.17 Pricing And Invoicing

a. Bidders are to quote a differential (±) to the OPIS (Oil Price Information Service) daily rack average for the San Francisco, CA area for the type of fuel requested. The quoted adjustment is to include all delivery, handling or other Contractor related charges. The District pays to Contractor applicable sales taxes and California oil spill surcharge. As a school district, we do not pay excise taxes. Indicate on the Bid Form that you agree and will comply with our invoicing requirements.
b. Quoted differential is to remain firm for the term of the contract.
c. Invoice prices are to be the OPIS daily rack average for the San Francisco, California Area ± Contractor quoted differential. Payment will be made within 30 days after approved invoices have been received by Accounts Payable.
d. The successful Bidder may be required to supply a copy of the OPIS daily rack average report for any given time period during the term of the contract to the District for pricing verification purposes.
e. The successful Bidder is to pass along to the District any and all rebates, allowances or other price reduction incentives being offered to customers of the successful Bidder, including any pass through incentives from refineries.

1.18 Termination.

Mt. Diablo Unified School District reserves the right to terminate any or requirement contract resulting from this RFP without penalty upon thirty (30) days written notice to the Contractor.

1.19 Multi-Year Extensions.

Subject to the provisions of Item 1.16, and pursuant to Education Code, Sections 17596 (K-12), this RFP may be extended (by mutual consent expressed in writing) for up to (2) additional one (1) year increments (total potential RFP life of three (3) years from Board of Education award).

1.20 No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders.

The District anticipates contract term requirements for the supplies, commodities and services as listed in the quantities shown on the RFP form. The District; however, does not guarantee orders in these amounts, nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity RFP. RFP Bidders shall not specify minimum or

maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

1.21 Inability to Perform/Force Majeure.

The Contractor shall not be required to make deliveries during such time as deliveries are prevented by fire, flood, earthquake, storm, pandemic, explosion, strike, labor disturbances, lack or failure of transportation, war, inability to procure materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts of the placing of orders by the Federal Government and its authorized agencies or representative, which are required by law to be given priority; but provided that whenever the contractor shall claim that deliveries are prevented by any or all of the above named causes, he shall within ten (10) days after issuance of the purchase order present in writing to the District facts showing the existence of such conditions, and provided that if such delivery is not made by the Contractor; and provided that if such delivery is not made within the time specified due to any or all of the above named causes, the District reserves the right to cancel the purchase order in question and the Contractor shall not make any further delivery until receipt of the new purchase order or the District may, at its option, rescind said contract as to the articles specified in said purchase order, or in total.

1.22 Assignment Prohibited.

No contract awarded under this RFP shall be assigned except with the written approval of the District. Any attempted assignment in violation of the provisions shall be voidable at the option of the Board.

1.23 Federal or State Regulations.

The Contractor's RFP and any Contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State Governments now in effect or which shall be in effect during the period of such Contract.

1.24 Independent Contractor.

In performance of the services, duties, and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents, and employees, shall at all times be acting and performing as independent contractors and not as an officer, agent, servant, employees, joint venture, partner, or associate of the District.

1.25 Permits and Licenses.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirement of the law.

1.26 Equal Employment Opportunity.

In connection with the execution of this Contract, the Contractor will not engage in, nor permit discrimination in employment of persons based on gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one of more of such characteristics.

1.27 Drug Free Workplace.

The Contractor shall maintain a drug free workplace in accordance with the California Government Code.

1.28 Insurance.

Comprehensive Auto and General Liability: During the term of the Contract, Contractor shall, at its sole costs and expense, maintain comprehensive auto and general liability insurance issued by an admitted insurer or insurers and defined by the California Insurance Code. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in the amount no less than $4,000,000 combined single limit for each occurrence and $8,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability. The Mt. Diablo Unified School District, its officers, employees, and agents are to be named as additional insured under the policy. Automobile liability insurance covering bodily injury and property damage in an amount no less than $4,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Proof of coverage shall be provided to the District on or before the effective date of the Contract. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. The coverage of the Contractor is primary for all purposes; Mt. Diablo Unified School District does not participate in any manner related to this coverage. See *Exhibit 1* for more details regarding insurance requirements.

1.29 Prices.

Prices shall be stated as a differential (±) to the OPIS (Oil Price Information Service) daily rack average for the San Francisco, CA area for the type of fuel requested, and proposals made separately on each item. Where there is conflict between the price differential (±) to the OPIS (Oil Price Information Service) daily rack average for the San Francisco, CA area for

the type of fuel requested. and extended prices, prices will govern. Where there is a conflict between words and figures, words will govern.

1.30 Retention of Information:

The District reserves the right to retain all Bids. The District will not be responsible or liable in any way for any losses that the Bidder may suffer from the disclosure of information or materials to third parties.

2.0 Scope of Work and Requirements

2.1 Scope of Work

The Mt. Diablo Unified School District (MDUSD) maintains a fleet of vehicles in excess of 225 which use gasoline and diesel fuel. The fleet composition consists of automobiles, both large and small, large trucks, school buses and heavy motorized equipment.

The Mt. Diablo Unified School District (hereinafter "the District") is requesting Proposals from qualified suppliers for Regular Unleaded Gasoline Octane 87, 100 % Renewable Diesel - this product is the primary diesel choice and requirement, and NO. 2 Diesel Fuel that meets our RFP Specifications, this product is a back-up product solely when 100% Renewable Diesel Fuel (that meets the RFP standards), is not available (infrequently). The contract period will be effective from July 1, 2025 through June 30, 2026. The District may extend the Bid for up to two (2) additional one (1) year terms with Contractor(s) that maintain the same pricing as the original Bid. The two (2) one year options to renew are the 2026-2027 and 2027-2028 fiscal years (July 1 – June 30).

2.2 Method Of Award

a. The Governing Board reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or in the bidding process.Contractors must meet all the terms and specifications. Notwithstanding, the District reserves the right to award the Bid as deemed necessary and in the best interest of the District.
b. Proposals will only be accepted from firms who are regularly and continuously engaged in the petroleum supply business.
c. Bidders shall at MDUSD's request furnish satisfactory evidence of their ability to furnish products or services in the term and conditions of this specification. MDUSD reserves the right to make the final determination as to the bidder's qualification/ability.
d. All Proposals are to be based on a firm margin per gallon over or under the daily rate of posted fuel prices identified in the PAD 5 report for the Oil Price Information Service for the San Francisco Area. Bidder will be required as part of this contract, to identify a local fuel terminal which will be used for pick-up of fuel. The terminal identified cannot be changed by the successful bidder without prior approval from the District.

2.3 Pricing And Invoicing

a. Bidders are to quote a differential (±) to the OPIS (Oil Price Information Service) daily rack average for the San Francisco, CA area for the type of fuel requested. The quoted adjustment is to include all delivery, handling or other Contractor related charges. The District pays to Contractor applicable sales taxes and California oil spill surcharge. As a school district, we do not pay excise taxes. Indicate on the Bid Form that you agree and will comply with our invoicing requirements.
b. Quoted differential is to remain firm for the term of the contract.
c. Invoice prices are to be the OPIS daily rack average for the San Francisco, California Area ± Contractor quoted differential. Payment will be made within 30 days after approved invoices have been received by Accounts Payable.
d. The successful Bidder may be required to supply a copy of the OPIS daily rack average report for any given time period during the term of the contract to the District for pricing verification purposes.
e. The successful Bidder is to pass along to the District any and all rebates, allowances or other price reduction incentives being offered to customers of the successful Bidder, including any pass through incentives from refineries.

2.4 Ordering Information

a. Deliveries will be made on a weekly basis, between the hours of 8:00 a.m. and 4:00 p.m., Pacific Standard Time. In the case of an additional delivery needed, MDUSD will place orders by telephone or email.
b. The contractor shall provide a dedicated and competent account manager to be responsible for the District account. The account manager shall receive all orders and be the primary contact person for all issues regarding this RFP.
c. Failure by the Contractor to answer and/or accept telephone orders between 8:00 a.m. and 4:00 p.m., Pacific Standard Time, Monday through Friday, on two or more occasions, may be grounds for purchase order cancellation.

2.5 Annual Usage And Delivery Quantities:

a. Please see Item 3.0 Delivery Locations of this RFP: Delivery Locations, for the annual usage and delivery quantities. Delivery quantity restrictions are not allowed. RFP's offered with such restrictions will be disqualified and will not be considered for award.
b. The Annual Usage and Delivery Quantities are estimates only and are subject to change at any time. MDUSD does not guarantee that any of the estimated quantities will be ordered for delivery during the term of the purchase order.

2.6 Delivery:

a. Proposals will be based on fuel delivered as needed F.O.B. Transportation Department, Transportation Division, located at 1490 Gasoline Alley, Concord, CA 94520-4823.
b. Deliveries will be made within twenty-four (24) hours of the delivery request time, unless otherwise specified on the RFP and/or referenced attachments. Working days are 7:30 a.m. to 2:30 p.m., Monday through Friday, excluding State of California Holidays and Federal Holidays. If delivery cannot be accomplished within this time frame, the District reserves the right to procure the product(s) elsewhere and may bill the difference between the purchase order and the actual purchase price, or any variation thereof as liquidated

damages. Failure to deliver within the time frame on one (1) or more occasions will be grounds for purchase order cancellation.

c. A delivery ticket shall accompany each shipment and shall include the selling price for the particular shipment and confirmation that the diesel fuel meets the applicable Environmental Protection Agency regulations. Failure to provide a delivery ticket with each shipment, or failure to provide any of the above requested information on a delivery ticket will be grounds for purchase order cancellation.
d. Fuel shall not be delivered to a location unattended by MDUSD personnel.
e. Delivered fuel shall be from the same refinery location originally bid, unless it can be supplied at a lesser price from a different refinery.

2.7 Fuel Tank Capacity and Information:

Storage tank capacity will be identified on the RFP and/or referenced attachments. Please see Item 3.3 of this RFP.

- The two (2) fuel storage tanks are above ground and the fill port is on top of the storage tanks. The fuel storage tanks are nine (9) feet tall.
- A supply hose and pump is required to transfer the fuel to the fuel storage tanks.

2.8 Method Of Measurement:

Fuel quantity shall be measured by the gross gallon with a metered delivery truck.

- Supply company must provide remote measuring equipment for both fuel tanks.
- Monitoring of fuel level is required for remote ordering and filling.
- Contractor shall be responsible for the fuel tanks fuel levels while refilling fuel, and the Contractor must not overfill the tank.

2.9 Product Specifications:

A successful Contractor shall provide each of the three (3) identified Fuel(s) types as specified on the RFP. Fuel(s) types, as specified on the RFP, shall comply with the following corresponding requirements, and shall have a high level of detergent additives as recommended for engines equipped with fuel injection systems.

2.10 Product:

REGULAR UNLEADED GASOLINE OCTANE 87: (NIGP No. 405-15-85-0408), Shall:

- Comply with the requirements as of ASTM D4814
- Comply with the requirements of SAE J312, latest revision
- Have a minimum octane rating of 87

100% RENEWABLE DIESEL FUEL -

- Shall be the primary diesel requirement and choice for this RFP
- Must meet CARB Ultra Low Sulfur Diesel Fuel inspections, including ASTM D975 with minimum flash point 140F per ASTM D93 and maximum cloud point OF per ASTM D2500.
- Shall provide a letter of supply that guarantees the Contractor can supply this fuel type.
- **Bio Diesel will not be accepted. Nor Bio blended with renewable**

No. 2 DIESEL FUEL, ULTRA LOW SULFUR-WITH RED DYE: (NIPG No. 405-09-35-7501), Shall:

- A back-up product, solely when 100% Renewable Diesel Fuel (that meets the RFP standards), is not available.
- Comply with the requirements of ASTM D975, latest revision
- Comply with the requirements of ASTM D2622, latest revision
- Comply with the requirements of ASTM D1319, latest revision
- Comply with the requirements of SAE J313, latest revision

2.11 Product Quality:

a. Fuels under this purchase order shall be free from contamination. Contamination is defined as any element, which enters pure refined gasoline or diesel fuel naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents and identifying dyes.

b. MDUSD reserves the right to test fuel(s) quality before, during and after unloading. Test results showing that the fuel(s) contains contamination will be rejected. The contractor is required to remove any contaminated fuel(s) from District property within three (3) business days. The contractor shall also be responsible for all cleanup required to all District property, storage facilities, and equipment as a result of non-compliance with specifications. The Contractor shall be fully responsible for any and all cost incurred by MDUSD for any property and equipment damaged which is attributed to a contaminated fuel which was delivered by the Contractor.

2.12 Spillage And Cleanup:

a. The contractor is responsible for all spillage that may occur during transit, loading or unloading. Clean up shall be performed in accordance with EPA and State of California guidelines and requirements. Failure to do so will initiate corrective action and charge back to the Contractor of any cost incurred.

b. MDUSD reserves the right to deny delivery vehicles leaking fuel or other hazardous materials access to District property. The contractor will be notified of denied access and make delivery within one (1) working day of notification time.

3.0 Delivery Locations

3.1 Mt. Diablo Unified School District Location:

Transportation Department
1490 Gasoline Alley
Concord, CA 94520

3.2 Size & No. of Tanks:

- One (1) Above Ground Diesel Tank Capacity = 10,000 Gallons
- One (1) Above Ground Unleaded Gas Tank Capacity = 2,000 Gallons

- The two (2) fuel storage tanks are above ground and the fill port is on top of the storage tanks. The fuel storage tanks are nine (9) feet tall.
- A supply hose & pump is required to transfer the fuel to the fuel storage tanks.

3.3 Total Estimated Annual Usage:

Renewable Diesel Fuel = 150,000 Gallons
Unleaded gasoline = 35,000 Gallons

4.0 Proposal Format, Content, and Submission

Proposers shall abide by these format, content, and submission requirements and procedures. The District reserves the right to reject any Proposals that fail to meet these requirements and procedures.

4.1 Proposal Format

A. Proposals shall use only prescribed forms contained in the appendices A-C to this RFP. Proposers may copy the forms for use in their responses but substituted forms or formats will not be accepted.
B. Proposals must be consecutively numbered on each page. Different sections of the proposal must be properly delineated with a section heading. Include a table of contents with page numbers of the material contained in the Proposal.
C. Proposers should not include pre-printed advertising or marketing materials. Such materials will not be reviewed or evaluated but may actually count towards any maximum page counts.

4.2 Proposal Content

Proposers shall provide the information requested below (*Sections 4.2.1 to 4.2.8*) in that order, including Appendices A-C. This should include information that demonstrates that the Proposer meets the requirements specified in Section 2.10 Requirements above.
Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of applicable public disclosure laws, including but not limited to the California Public Records Act, should not be included in the Proposer's proposal, as it may be subject to disclosure and made available to the public. By submitting materials in response to this RFP, Proposers are (1) consenting to the release of such materials by the District if requested under any applicable public disclosure laws without further notice to them and (2) agreeing to indemnify and hold the District harmless for such release of the materials.

4.2.1 Letter of Interest and Executive Summary

Each Proposer must submit a Letter of Interest and Executive Summary of the submission. Submission of the Letter and Executive Summary will constitute a representation that the Proposer is willing and able to perform the commitments contained in the Submittal. The letter must be signed by a person authorized to obligate Proposer to perform the commitments contained in the proposal. In the letter, the Proposer must:

- Identify a contact (with contact information including telephone, mailing address and email address) for future communications regarding the Submittal;
- Confirm awareness of any and all addenda to the RFP;
- Acknowledge having read the draft Contract attached hereto as (Appendix C) and agree to execute a contract in substantially the same form if selected;
- Confirm ability to comply with the insurance requirements listed in (Appendix C) to the draft contract within five (5) business days of receipt of a Notice of Intent to Award a Contract; and
- Confirm that they have reviewed and fully understand the requirements in Section 3.3 of this RFP and will abide by those requirements for the duration of the contract term and any extensions.

4.2.2 Proposer Profile

- Proposer information to include full name(s), any trade or fictitious business names, location and contact information for headquarters and any other offices that may service the District's needs under any contract awarded pursuant to this RFP.
- Type of business entity, registration or incorporation information, ownership information to include names of business owners and percentages owned and the senior management.
- Background and experience of key personnel who will be assigned to MDUSD, and their contact information.
- Number of years the proposer has been providing the services outlined in this RFP.
- Number and types of clients the Proposer currently provides such services to.

4.2.3 Proposer Qualification and Experience

- Proposer's qualifications and experience providing the services requested in this RFP.
- Proposer's capacity to provide the services requested in this RFP given its commitment to provide similar services to other clients.
- Three (3) references to demonstrate successful performance for work of similar scope as specified in this RFP during the past three (3) years. References should include at least one K to 12 public school district.

4.2.4 Equipment and Documentation

- Details of all vehicles that are proposed to be used by the proposer to provide the requested services.

4.2.5 Customer Service and Billing

- Describe details of the customer service program to include:
  - Complaint and dispute resolution processes including steps for escalation and mitigation.
- Provide details of the invoice and billing program including processes for resolving billing disputes.

4.2.6 Additional Information

- Provide details of the following as applicable to the Proposer and/or any of the parties identified in response to the first three bullet points of Clause 4.2.2 above.
  - Any actual or pending litigation or arbitration in relation to the provision of fuel supply services whether as the plaintiff or the defendant.
  - Any actual or pending litigation or arbitration in relation to professional misconduct, fraud, or bad faith, or any acts of moral turpitude.
  - Any actual or pending disciplinary action and/or investigation by any regulatory agencies.
  - Any contracts terminated for convenience or default in the most recent five (5) years.
- Details of any transition or deployment plans including timelines and list the required resources needed.
- Distinguishing features from other bulk fuel supply providers.

4.2.7 Proposed Cost of Services

Proposers should download and use the Cost Proposal Template (Appendix A) to present their cost proposal. Please note that the cost proposal will not form part of the evaluation criteria for award of contracts but will be used during trip scheduling to determine the cost and also to verify eventual billing charges. Please be further advised that the services will be provided on an as-needed basis.

4.2.8 Release of Liability

- Proposers should download, complete, and submit the Release of Liability form (Appendix B) for each Reference information they submit. The references should be the same three that are disclosed in response to Section 4.2.3 above. The references will be asked to verify Proposer's experience including length and level. In addition to other things, the information provided will be used in determining if Proposers meet the minimum qualifications.
- Proposers should therefore ensure that they only submit references that have first-hand knowledge of the information and can verify that information.

4.3 Proposal Submission

Preparation of RFPs. RFP's must be submitted in ink or typewritten. Proposals should include all sections listed in 4.0. Both **unit price and extension** (where applicable) for all line items

must be shown where required on the RFP form. Signature on RFP's must be in **wet ink (blue ink)** to be considered acceptable. RFP on each item separately. Prices should be stated in units specified hereon. **RFP Bidders are requested to submit their pricing on the RFP forms provided**. Each RFP must be submitted in a separate ***sealed envelope*** with the RFP number on the outside, and must be submitted to the Purchasing/Warehouse Department of the Mt. Diablo Unified School District at the time and date specified. Fax or other electronic delivery of RFPs is not acceptable.

5.0 District's Evaluation / Selection Process

5.1 Overall Evaluation Process

This section describes the District's criteria for analyzing and evaluating the Proposals. The District's intent is to award a contract to the Proposer that will provide the best overall service package. This RFP does not in any way limit the District's right to solicit contracts for similar or identical services if, in the District's sole and absolute discretion, it determines the Proposer is not fully capable of satisfying its needs.

5.2 Evaluation Panel

The District intends to evaluate the Submittals generally in accordance with the criteria detailed below. The District will convene a panel whose membership will include people with knowledge of the services requested through this RFP to evaluate and score the Submittals. To do this, the panelists will review the written proposals, and attend the presentations.

5.3 Evaluation Phases

The evaluation process will consist of the phases specified below with the following allocation of points:

Evaluation Phase	Maximum Points	Comments
Technical Proposal	150	Total of all panelists' scores divided by number of panelists
TOTAL	150	A single Proposal Bidder will be awarded the contract

Contents of Technical Proposal

The evaluation panel will review the contents of the technical proposals and evaluate the Proposers based on the information therein. The technical proposals will be evaluated and scored according to the criteria set out in the table below. The total panelists' scores for each Proposer will be divided by the number of panelists to arrive at an **average score** for that Proposer. Under this formula, if a proposer receives a total panelists' score of 150 points and there are five (5) panelists, that proposer's **average** score will be 30 (150/5 = 30). The maximum point possible for this phase is 150.

Table of Criteria and Points Allocation for Technical Proposal

Evaluation Criteria	RFP Section	Maximum Points Possible	Points Awarded
Executive Summary	4.2.1	5	
Proposer Profile	4.2.2	10	
Proposer Qualification and Experience	4.2.3	20	
Equipment and Documentation	4.2.4	15	
Customer Service and Billing	4.2.5	10	
Additional Information	4.2.6	10	
Guarantee to supply the three (3) fuel types specified in the RFP	2.10	20	
Proposed Cost of Regular Unleaded Gasoline Octane 87	2.10	20	
Proposed Cost of 100% Renewable Diesel Fuel	2.10	20	
Proposed Cost of No. 2 Diesel Fuel, Ultra Low Sulfur-With Red Dye: (Nipg No. 405-09-35-7501)	2.10	20	
TOTAL		**150**	

Final Ranking
At the conclusion of the evaluation phases, the District will tabulate the scores for each of the Proposers and rank them from the highest to the lowest.

Reference Checks
District staff will review and check the references for the highest ranked Proposer. The references will be asked to verify the Proposer's experience in providing the requested services, the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Proposer's problem-solving, project management, communication abilities, performance on deliverables and outcomes, effectiveness in meeting or exceeding project objectives. Proposers must provide with Submittals, a release of liability for checking references, consistent with Appendix B.

6.0 Contract Award

The District intends to award at its discretion, one (1) contract to one (1) Proposer to provide the services. The total value of all the contracts shall not exceed **Five Hundred and Fifteen**

Thousand Dollars ($515,000.00). Following the evaluation and ranking of the Proposers, the District will select the proposal recommendation to take to the June 25, 2025 Board meeting for consideration of award.

The selection of any proposal shall not imply acceptance by the District of all terms of the proposal, which may be subject to further negotiations and approvals before the District may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the District, in its sole discretion, may terminate negotiations with that Proposer and begin contract negotiations with the next highest ranked Proposer. The selected Proposer will be required to enter into a contract substantially in the form of the Appendix C Form of Contract attached hereto. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another firm and may proceed against the original selectee for damages.
A contract made pursuant to this RFP shall have an initial term of **one (1) year**. In addition, the District shall have two options exercisable at its sole discretion, to extend the term of the contract for a period or periods of up to one year each. The maximum contract period shall not be more than **three (3) years**.

7.0 Terms for Receipt of Proposals

7.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the District in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be sent by email to the Director of Purchasing, **Elizabeth McClanahan, McClanahanE@mdusd.org**, promptly after discovery, but in no event later than **12:00 P.M. (PST) on June 5, 2025.** The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **RFP 1960 ERRORS AND OMISSIONS FOR BULK FUEL SUPPLY SERVICES**. Modifications and clarifications will be made by addenda as provided below.

7.2 Questions and Objections Regarding the RFP

Any questions and/or objections concerning the substance of this RFP including the Scope of Work, requirements, and evaluation criteria must be submitted, in writing, via email to **McClanahanE@mdusd.org** by **12:00 P.M. (PST)** on **June 5, 2025**. Any questions concerning the RFP process shall be submitted no later than 48 hours prior to the proposal due date to the same email address. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **RFP 1960 QUESTIONS FOR BULK FUEL SUPPLY SERVICES**. Proposers who fail to do so will waive all further rights to protest, based on these specifications and requirements.
If necessary, a "Questions and Answers" document will be developed from all submitted

questions and posted on the District's RFP Non Construction Website under Purchasing and Warehouse. It is the responsibility of the Proposer to check the portal for the Questions and Answers document and any addenda.

7.3 Change Notices

The District may modify the RFP, prior to the proposal due date, by issuing an addendum, which will be posted on the District's RFP Non Construction Website under Purchasing and Warehouse. Proposers shall be responsible for ensuring that their proposals reflect any and all RFP addenda issued by the District prior to the proposal due date regardless of when their proposal is submitted. Therefore, the District recommends that Proposers visit the portal frequently, particularly during the run up to the proposal due date, to determine if they have downloaded any and all addendum/addenda and documents.

7.4 Term of Proposal

Submission of a proposal signifies that the proposed services and fees/cost are valid for 120 calendar days from the proposal due date and that the quoted fees are genuine and not the result of collusion or any other anti- competitive activity.

7.5 Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the District may require a proposer to provide oral or written clarification of its proposal. The District reserves the right to make an award without further clarifications of proposals received.

7.6 Errors and Omissions in Proposal

Failure by the District to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

7.7 Financial Responsibility

The District accepts no financial responsibility for any costs incurred by any proposer in responding to this RFP. Submissions of the RFP will become the property of the District and may be used by the District in any way deemed appropriate.

7.8 Reservation of Rights by the District

The issuance of this RFP does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure.
- Reject any or all proposals.
- Reissue a Request for Proposals.
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the proposals.
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

7.9 No Waiver

No waiver by the District of any provision of this RFP shall be implied from any failure by the District to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

8.0 Protest Procedures

8.1 Protest of Contract Award

Within five (5) working days of the District's issuance of a notice of intent to award the contract, any Proposer may submit a written notice of protest if it believes that the District has incorrectly selected another proposer for award. Such notice of protest must be received by the District on or before the fifth working day after the District's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the District to determine the validity of the protest.

8.2 Delivery of Protests

All protests must be received by their respective due dates. Protests must be delivered via email to the Director of Purchasing, **Elizabeth McClanahan,** **McClanahanE@mdusd.org**. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **RFP 1960 PROTEST FOR BULK FUEL SUPPLY SERVICES**. Protests sent by any means or format other than as specified here or that are not received before their respective due dates will not be considered.