GASOLINE AND DIESEL FUEL

BID NO. TRA-084-11-25-672

OAK GROVE SCHOOL DISTRICT
6578 SANTA TERESA BOULEVARD
SAN JOSE, CA 95119

NEW HAVEN UNIFIED SCHOOL DISTRICT
3636 SMITH ST.
UNION CITY, CA 94587

Important Dates (see inside for details):

Bid opens: November 21, 2025
Sealed Proposals Due: December 16, 2025
Selection by Governing Board: January 15, 2026

TABLE OF CONTENTS	PAGE
Notice to Bidders	3
Specifications	4
Estimated Quantity by District	4
General Conditions	4
Pricing	5
Delivery	5
Delivery Locations	5
Emergencies	6
Standing Time	6
Allocations	6
Ordering Procedure	7
Invoicing/Payment	7
Temperature Correction Disallowed	7
Term of Contract	7
Award of Contract	7
Modification of Contract	8
Termination of Contract	8
Administrative and Legal Requirements	9
Insurance Requirements	14
Required Documents	17
Bid Sheet	18
Piggyback Clause	19
General Vendor Information/Signature Page	20
References	22
Non-Collusion Declaration	23
Iran Contracting Act	24
Certificate of Non-Discrimination by Seller	25
Attachment A- Questionnaire	

NOTICE TO BIDDERS INVITING FORMAL BIDS

NOTICE IS HEREBY GIVEN THAT the Oak Grove School District hereinafter referred to as "District" and/or “OGSD” invites qualified vendors to submit sealed bids for:

Oak Grove School District
New Haven Unified School District

Gasoline and Diesel Fuel

Bid Number: TRA-084-11-25-672

Bids shall be sealed and clearly marked with the OGSD Bid Name and Number and received up to, but no later than **11:00 AM, Tuesday, December 16, 2025** to the address below**.**

Oak Grove School District
Purchasing Department
6578 Santa Teresa Blvd.
San Jose, CA 95119

There will not be a formal public bid opening for this bid. All bids will be available for public review after the recommendation for contract award is submitted to the Board of Trustees for approval. Any nonconforming or incomplete bids may be rejected. Bidders must comply with the instructions contained in the bid package. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. Facsimile (FAX) or e-mail copies of the bid are not accepted. The District will not be responsible for late deliveries by U.S. mail or any other means.

Copies of the bid may be obtained from Oak Grove School District website www.ogsd.net/departments/business/purchasingwarehouse or by emailing the Oak Grove School District Purchasing Department @ purchasing@ogsd.net

All questions regarding Bid, the Terms and Conditions shall be submitted in writing no later than 2:00 PM, Wednesday, December 03, 2025 to the purchasing department by email to purchasing@ogsd.net. All answers will be sent via email to all bidders.

The contract shall be for three (3) years, renewed on an annual basis. The District shall have the option to terminate at any time with cause as stated in the Terms and Conditions of the contract.

The District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in any bid or in the bid process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) calendar days after the bid opening.

Issuance of a Purchase Order shall constitute a binding contract, which shall include such supplies and service(s) in accordance with all Terms and Conditions stipulated in the District’s bid documents and specifications.

Publication Dates: **November 21, 2025 & November 26, 2025**

BY ORDER OF THE BOARD OF TRUSTEES

Specifications:

- Unleaded Gasoline, 87 Octane
- Diesel Fuel, Clear #2

Estimated Quantity by District

The quantities indicated in this proposal are approximate annual quantities based on past experience and expected future need. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments shall be allowed as a result of a reduction in the quantity purchased.

Oak Grove School District:
Unleaded Gasoline, 87 Octane - **13,041.70 Gallons Per Year**
Diesel Fuel, Clear #2 - **10,976.80 Gallons Per Year**

New Haven Unified School District:
Unleaded Gasoline, 87 Octane – **21,304 Gallons Per Year**
Diesel Fuel, Clear #2 **- 10,614 Gallons Per Year**

General Conditions:

- The District reserves the right to reject any and all bids and to waive any informalities and irregularities in this bid.
- Bids must be in complete compliance with specifications and will be subject to inspection, interpretation and approval by the District. Any deviations shall be indicated on the bid forms.
- All information requested of the bidder shall be entered in the appropriate space (s) on the bid form. Failure to do so may disqualify your offer.
- Bids shall be sealed and clearly marked with the OGSD-Bid Name and Number and received up to, but no later than 11:00 AM, Wednesday, August 31, 2022.
- Any bids received after the closing date and time will be returned unopened to the bidder.
- Prices bid are considered accurate and cannot be withdrawn after the bid is opened.
- Prices will be considered as net if no cash discount is shown.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- All information shall be typed or entered in ink. Mistakes may be crossed out and correctly inserted before submission of your bid. Corrections must be initialed in ink by the person signing the bid.
- Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- Upon submission of bid documents, all such documents shall become the property of the Oak Grove School District.

Pricing:

- All prices shall include delivery and dispensing of fuel to destination. Bids quoting other than delivery and dispensing of fuel as defined in this bid will be rejected.
- The price posted by the "Oil Pricing Information Service (OPIS)" for the San Jose area (E), market base which includes: Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara and Santa Cruz shall be established as the base price. Bidder shall bid a guaranteed profit margin that shall not change during that contract period. Delivered prices will be based on OPIS "Daily Average" (unbranded) and will include all fees and freight charges including CAR (Cap at rack) tax.
- Total profit margin price shall exclude all Taxes and Fees. Do not include California State Sales Tax, Federal Excise Tax or Use Tax in your bid.
- Contractor shall submit the most current to date oil price index survey (OPIS) when requested.

Delivery:

- The preference is to have no minimum order quantities; however, should your company have minimum order quantity requirements, indicate it on the bid form.
- Delivery is required within 24 hours of order placement, excluding weekends and holidays. Deliveries shall be made Monday through Friday (excluding holidays) between the hours of **6 AM and 3 PM.**
- It is the responsibility of the successful bidder to supply pumps, hoses or whatever is needed to appropriately pump the fuels, oils, or lubricants to the storage tanks. Vendor shall provide at the time of delivery, a dated delivery ticket, signed by the driver, identifying product and quantity. The on-site District personnel shall also sign delivery tickets at the time of delivery and a copy of the delivery ticket given to him/her. Delivery cannot be made when a district representative is not on site.
- All delivery vehicles and/or trailers must have accurate metering equipment to enable the District Personnel to verify quantities delivered.

Delivery Locations:

Oak Grove School District:
One (1) 10,000 gallon Diesel tank located at the Bus Garage, 6578 Teresa Blvd., San Jose, Ca. 95119
One (1) 10,000 gallon Gasoline tank located at the Bus Garage, 6578 Teresa Blvd., San Jose, Ca. 95119

New Haven Unified School District:
One (1) 12,000 gallon Diesel tank located at 3636 Smith St., Union City, Ca. 94587
One (1) 8,000 gallon Gasoline tank located at 3636 Smith St., Union City, Ca. 94587

Emergencies:

- Vendor shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, Vendor shall provide Districts with all available supplies, materials, equipment and/or services on a priority basis.

- Emergency deliveries may be required during evenings, weekends, and holidays. Time is of the essence for emergency deliveries. Current conditions, such as power outages, road closures, and damages to the Vendor's facility and/or equipment, will be taken into consideration.

Standing Time:

- The District shall be entitled to standing time for the purpose of dispensing fuel at no charge (e.g., the District will not incur additional charges for the truck and driver's time while the Gasoline or Diesel are being delivered at the District site).

Allocations:

- In the event the Contractor's supply of awarded items is reduced for reasons beyond his control to a level that prevents the supply of the District's requirements in full, the Contractor agrees to supply the District no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, The District reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

Product Quality:

- 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.

- OGSD and NHUSD 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 vendor shall be fully responsible for any and all cost incurred by OGSD and NHUSD for any property and equipment damaged which is attributed to a contaminated fuel which was delivered by the vendor.

Spillage and Cleanup:

- 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 Sate of California guidelines and requirements. Failure to do so will initiate corrective action and charge back to the vendor of any cost incurred.

- OGSD and NHUSD 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.

Ordering Procedure:

Fuel Ordering Process

- Districts shall call in a request for delivery when needed on an Open Purchase Order.

Invoicing/Payment

- As a minimum, all invoices for payment must have the following information: date, time, type of fuel, fuel item identification number, tank, operator, price at time of fueling (the price posted by the Oil Pricing Information Service (OPIS), the amount of the agreed to profit margin per gallon, odometer or hour meter reading, quantity of fuel delivered and the applicable taxes. A duplicate copy shall also be provided to the District's Transportation Department on a monthly basis.

- Districts will issue payment to the Vendor approximately thirty days after delivery and the approved original invoice, whichever arrives last; the net payment period and cash discount period shall extend to the date that the invoices are paid. All invoices shall contain the proper pricing as specified in the Bidder's price list.

Temperature Correction Disallowed:

- Temperature correction of delivered products WILL NOT be allowed. Invoices and payments shall be for gross gallons delivered (metered).

Term of Contract:

- The term of contract shall commence upon each District's execution of a contract. The tentative term is expected to be October 31, 2025 and continue through and including August 31, 2028, and may be renewed for 2 additional 12 month periods based upon funding, pricing, and performance.

Award of Contract:

- A combination of the following factors will be considered in awarding this bid.

Evaluation Criteria	Value
Pricing	85%
Product Specifications & Questionnaire	10%
Vendor Qualifications/Past Relationship with Districts/References	5%
Total	100%

The Oak Grove School District and New Haven Unified School District shall be the sole judges in making this determination.

Modification of Contract:

- Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District Purchasing Department will inform the contractor of the changes by telephone call followed up with a written notice.

- Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. Such modification shall be in writing, signed and dated by authorized representatives of each party.

Termination of Contract:

- The Oak Grove School District and New Haven Unified School District may terminate this contract at any time for any reason with 30 days notice to the vendor. Because one district terminates the contract, this does not preclude the vendor from meeting obligations to another school district that has entered into a contract with the vendor utilizing the piggyback clause, if applicable.

Administrative and Legal Requirements

1. Fingerprinting and Criminal Records Check:

Vendor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employees to have any contact with Oak Grove School District (OGSD) or New Haven Unified School District (NHUSD) pupils or be present on any OGSD or NHSD school site until such time as Vendor has verified in writing to the governing board of the OGSD or NHUSD that such employee has not been convicted of a felony as defined in Education code 45125.1. Vendor's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the OGSD or NHUSD and/or acting as independent Vendors of the Vendor. Verification of compliance with this section shall be provided in writing to the OGSD or NHUSD prior to the commencement of participation in the agreed project and prior to contact with students.

2. Health Examination:

No person shall be initially allowed to interact with students unless he/she has placed on file with the Vendor, OGSD or NHUSD a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

3. Tobacco, Alcohol, Drugs:

The Oak Grove School District and New Haven Unified School District are Tobacco, Alcohol and Drug Free districts. The Contractor and employees will not use any tobacco, alcohol or drugs while on school district property. Violations of this Board of Education mandate will result in immediate removal of the person from district property.

4. Assignment:

This agreement shall not be assigned by the vendor in whole or in part without the consent in writing from OGSD or NHUSD.

5. Successors and Assigns:

This resulting contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

6. Governing Law and Jurisdiction:

The Contract(s) will be governed and interpreted under the laws of the State of California.

7. Amendments: Waivers:

Except as otherwise provided in the Contract including the License Contract if separate, no modification to either Contract will be binding unless in writing and signed by an authorized representative of both parties.

8. Severability:

If a court of competent jurisdiction holds that any provision of the Contract (s) is invalid or unenforceable, the remaining portions of the Contract(s) will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract(s).

9. Indemnification:

The Contractor agrees and shall defend, indemnify, save, and hold harmless OGSD or NHUSD, its agents, officers and employees from any and all claims, costs and liability for any damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Contractor, its agents, servants, employees or Sub-Contractors hereunder, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this agreement. Contractor will reimburse the OGSD or NHUSD for any expenditure, including reasonable attorney's fees, OGSD or NHUSD may make by the reason of the matters that are the subject of this indemnification, and if requested by OGSD or NHUSD, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the Contractor.

10. Insurance:

In the event that vendor shall fail to maintain and keep in force the insurance requirements as stated in an additional attachment of this Bid and certificates of insurance with the separate additional insured endorsements verifying insurance coverage OGSD or NHUSD shall have the right to modify, cancel and/or terminate the resulting contract forthwith and without notice.

OGSD or NHUSD shall have the right to require higher levels of insurance if deemed necessary solely by OGSD or NHUSD.

11. Independent Contractor:

Vendors will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of OGSD or NHUSD. None of the provisions of any resulting contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of any resulting contract. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. Vendors will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any. OGSD or NHUSD will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any. Vendors' personnel rendering services under any resulting contract will not have any of the rights or privileges of OGSD, NHUSD or State employees.

Vendors and its agents, employees and subcontractors will not have any claim against the OGSD, NHUSD or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc.

Notwithstanding any reference to a managed care plan or system of care, Vendors will act as an entity separate and apart from OGSD or NHUSD, and will be considered Independent Vendors for all purposes, including liability and litigation.

12. Non-Discrimination:

No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

a. The Provider agrees to sign and submit OGSD or NHUSD's standard Certificate of Nondiscrimination by Seller form as required by OGSD or NHUSD.

13. Conflict of Interest:

The Provider represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in relation to this MOU. The Provider represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Provider believes any Sub-Contractor, member of OGSD, NHUSD, or other officer, agent or employee of OGSD, NHUSD or any department presently has, or will have, in this Agreement, or in the performance thereof. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by OGSD or NHUSD. The Provider agrees to comply with all conflict of interest codes and regulations adopted by Oak Grove School District or New Haven Unified School District and its reporting requirements.

The Provider covenants that it and any Sub-Contractor presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, The Provider represents to, and agrees with, OGSD or NHUSD that the Provider and its Sub-Contractors have no present, and will have no future, conflict of interest between providing OGSD or NHUSD the services hereunder and any interest the Provider may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or. potentially adverse to OGSD or NHUSD, as determined in the reasonable judgment of OGSD or NHUSD.

a. The Provider agrees to sign and submit OGSD or NHUSD's standard Conflict of Interest forms as required by OGSD or NHUSD.

14. Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Contract(s) due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental acts including by not limited to failure or refusal to appropriate funds or failure of the Internet (not resulting from the actions or inactions of the vendor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

15. Entire Contract:

The final Contract(s) that is negotiated based on the results of this Solicitation shall supersedes all previous Contracts and representations of, between or on behalf of both parties with respect to its subject. The Contract(s) shall contain all of vendor and OGSD or NHUSD warranties, understandings, terms, conditions, covenants and representations. Neither the vendor, OGSD nor NHUSD will be liable for any Contracts, warranties, understandings, terms, conditions, covenants or representations not expressly set forth or referenced in the Contract(s). Any additional provisions in purchase orders, invoices or similar documents will be unenforceable.

16. Notices:

Any notice under the Contract(s) must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address supplied by the vendor and to the address designated for receipt of notices, or as may be provided by both parties.

17. Non-Collusion:

By submitting a proposal, the vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of the License Contract, and that the vendor firm has received from OGSD or NHUSD no incentive or special payments, or considerations not related to the provision of products and services described in the License Contract.

a. The Provider agrees to sign and submit OGSD or NHUSD's standard Non- Collusion Declaration form as required by OGSD or NHUSD.

18. Cost of Proposal Preparation:

OGSD or NHUSD will not pay any costs incurred in Proposal preparation, presentation, demonstration or negotiation, and does not commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Vendor.

19. Proposal Amounts:

In case of discrepancy between the unit price and the extended price set forth, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Extended Price" column, then the amount set forth in the "Extended Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

20. Confidential and Proprietary Information:

All materials received in response to this bid may be made available to the public. If any part of a vendor's proposal is proprietary, or confidential, the vendor must so identify and so state. OGSD or NHUSD reserves the right to retain all Proposals submitted, whether or not the Proposal was selected or judged to be responsive.

All materials received in response to this bid may be made available to the public to the extent required or permitted by law. If any part of a Vendor's proposal is proprietary or confidential, the Vendor must so identify and so state. OGSD or NHUSD reserves the right to retain all Proposals submitted, whether or not the Proposal was selected or judged to be responsive.

Vendor understands and agrees that Vendor may have access to private or confidential information which may be owned or controlled by the OGSD or NHUSD and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the OGSD or NHUSD, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability and/or subject the OGSD or NHUSD to a loss of State and/or Federal funding. Consequently, Vendor agrees that all information disclosed by the OGSD, or NHUSD to the Vendor, including all Pupil Records (as that term is defined in California Education Code Section 49076) shall be held in confidence and used only in performance of the Contract. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Except as otherwise provided, all data provided to Vendor and its subcontractors and/or agents is confidential. Vendor shall become familiar with the State of California privacy laws, including HIPPA, and comply with HIPPA and all other laws pertaining to confidentiality of student information as they apply to the Vendor's performance of the work under Contract that is issued as a result of this Bid.

a. The Provider agrees to sign and submit OGSD or NHUSD's standard forms as required by OGSD or NHUSD.

22. Record Retention and Storage:

Contractor shall maintain financial records, supporting documentation, statistical records, and all other records pertinent to Oak Grove School District or New Haven Unified School District for a period of six years from filing. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the six-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the eighth year period the records shall be retained until resolution. Records retention is in accordance with Employment Retirement Income Security Act (ERISA).

23. Inspection of Records:

Contractor agrees that representatives of the Oak Grove School District, New Haven Unified School District, local, state and federal agent and the District's authorized representatives shall have the right during business hours to inspect and copy Contractor 's books and records pertaining to contract performance and costs thereof.
Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original records removed from Contractor's premises.

Insurance Requirements

Without limiting the Vendor's indemnification of OGSD and NHUSD the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverages and provisions:

A. **Evidence of Coverage**

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance

policy to include OGSD or NHUSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at OGSD or NHUSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the OGSD or NHUSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. **Qualifying Insurers**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by OGSD and NHUSD.

C. **Insurance Required**

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a.	Each occurrence	$1,000,000
b.	General aggregate	$2,000,000
c.	Products/Completed Operations aggregate -	$2,000,000
d.	Personal Injury	$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. **General liability coverage shall include:**

a. Premises and Operations
b. Products/Completed
c. Contractual liability, expressly including liability assumed under the resulting contract.
d. Personal Injury liability
e. Owners' and Vendors' Protective liability
f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to OGSD or NHUSD:

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to OGSD or NHUSD, and members of the Board of Trustees, and the officers, agents, and employees of the OGSD or NHUSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the OGSD and NHUSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified OGSD or NHUSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the OGSD or NHUSD.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the OGSD or NHUSD.

4. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. **Workers' Compensation and Employer's Liability Insurance**

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. **Professional Errors and Omissions Liability Insurance**

a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars ($25,000) per occurrence/event.

7. **Claims Made Coverage**

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.

c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.

d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. **Special Provisions**

The following provisions shall apply to the resulting contract:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the OGSD, NHUSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.

2. The OGSD or NHUSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the OGSD or NHUSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its Sub-Vendors of any tier to carry the aforementioned coverages, or Vendor may insure Sub-Vendors under its own policies.

4. The OGSD or NHUSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.

REQUIRED DOCUMENTS

The following Documents must be Signed and/or Included in the Bid Package. Failure to comply may be considered a "No Bid".

Bid Sheet

Piggyback Clause

General Vendor Information/Signature Page

References

Non-Collusion Declaration

Iran Contracting Act Cert

Certificate of Non-Discrimination by Seller

Supplier Questionnaire

Receipt of addenda, if any, as follows:

Any special conditions the School District needs to know in regards to your bid must be listed here:

_____

_____

_____

_____

Company Name:_____

Bidder Name: _____

Title of Bidder:_____

Signature:_____

BID SHEET

Bid # TRA-084-07-29-624

Contract for purchase of Gasoline and Diesel Fuel

EACH LOCATION SUPPLIER LISTED ON THE BID SHEET SHALL SUPPLY BOTH UNLEADED REGULAR AND ULTRA LOW SULFUR DIESEL FUEL.

UNLEADED REGULAR GASOLINE 87 Octane

BRAND _____ PROFIT MARGIN $._____ PER GAL.

ULTRA LOW SULFUR DIESEL FUEL

BRAND _____ PROFIT MARGIN $._____ PER GAL.

It is understood that The Oak Grove School District and The New Haven Unified School District have the right to reject any or all bids and to award the contract to other than the low bidder, if in the best interest of the District.

Any deviations to the specifications should be clearly presented on the attached form. If no such presentation is received with this bid form, it is recognized that the bidder is furnishing items as specified.

PIGGYBACK CLAUSE

It is the intent of the Oak Grove School District and the New Haven Unified School District that other school districts and public entities, pursuant to Public Contract Code Sections 20118 and 20652, may utilize the provisions of this bid pursuant to the specifications set forth herein for the three-year term. School districts and public entities that utilize the piggyback option will be required to contact the successful bidder that has been awarded the contract for delivery of fuel to Oak Grove School District and New Haven Unified School District to determine the delivery fee per gallon (if any) based on how much farther the successful bidder will be required to transport the fuel for delivery to specific delivery points that exceed the distance from the "rack" to the delivery point for Oak Grove School District located at 6578 Santa Teresa Blvd, San Jose, CA 95119 and New Haven Unified School District located at 3636 Smith St. Union City, Ca 94587 (e.g., calculated in 10 mile radius increments based on the OPIS Daily Morning Average, Applicable Taxes and incremental per gallon increase in the delivery fee per gallon for gasoline and diesel).

The Oak Grove School District and the New Haven Unified School District waives it's rights to require other districts to draw their warrants in favor of this District and authorizes each District to make payment directly to the successful bidder.

Circle One

Option Granted YES NO (Bidder to complete)

_____ _____

Signature Date

Print Name and Title of Authorized Signer:

_____ _____ _____

Name Title Date

Address: _____

_____

_____

E-Mail: _____

GENERAL VENDOR INFORMATION /SIGNATURE PAGE

The Vendor shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection . Please fill out the un-shaded sections in the form below. Also, additional sheets may be attached if necessary. "You" or "your" as used herein refers to the vendor's firm and any of its officers, directors, shareholders, parties and principals.

Firm Name		
Firm Address		
Firm Telephone		
Type of Firm (Mark an 'X' for the appropriate one)	Individual	
	Partnership	
	Corporation	
	Joint Venture	
Primary Contact Name		
Primary Contac t Number		
Primary Contact Fax number		
Primary Contact Email address		
Has your firm changed names in the past five years?		
Has the company filed bankruptcy in the last five years? (Please answer Yes or No)		
If Yes, explain		
Have you been in litigation on a question relating to your performance on a contract during the past three years? (Please answer Yes or No)		
If Yes, explain, and provide case name and number:		
How many years has your organization been in business under your present business name and license number?		
Clearly explain any limitations your company may have in delivering fuel, oil, or lubricants according to the specifications of this bid. If any, explain		
Identify any industry certifications that your business or employees have obtained. List:		
Will your company allow other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, the right to purchase identical item(s) at the same price and at the same terms and conditions? ("piggyback") Acceptance or rejection of this clause will not affect the outcome of this Bid. (Please answer Yes or No)		

Vendor's Representations

Vendor understands, agrees, and warrants:

1. That Vendor has carefully read and fully understands the information that was provided by OGSD or NHUSD to serve as the basis for submission of this bid.

2. That Vendor has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted.

3. That all information contained in the bid is true and correct to the best of Vendor's knowledge.

4. That Vendor did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Vendor in regard to the amount, terms, or conditions of this bid.

5. That Vendor did not receive unauthorized information from: Any OGSD or NHUSD staff member or Consultant during the bid period except as provided for in the bid package, addenda thereto, or the pre-bid conference, if applicable.

6. That by submission of this bid, the Vendor acknowledges that OGSD and NHUSD have the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Vendor and Vendor hereby grants OGSD and NHUSD permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

7. That funding for any resulting contract is contingent on adequacy and availability.

8. To comply with OGSD and NHUSD's insurance provisions, to provide appropriate indemnification for OGSD and NHUSD and to hold OGSD and NHUSD harmless from vendor's performance of the contract.

Vendor's Signature

Bid will not be accepted without appropriate signature in the space below:

_____

Print Name Print Title

_____

Signature Date

REFERENCES

Provide at least three (3) educational client references for which other school districts have purchased similar products from you within the last three years.

Oak Grove School District and New Haven Unified School District prefers references from California public school districts, similar organizations: K-12 oriented; similar numbers of students, sites, and users.

Reference #1	
Contact Name	
Contact Title	
Telephone	
E-mail	
Organization Name	
Organization Address	

Reference #2	
Contact Name	
Contact Title	
Telephone	
E-mail	
Organization Name	
Organization Address	

Reference #3	
Contact Name	
Contact Title	
Telephone	
E-mail	
Organization Name	
Organization Address	

NON-COLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

I, _____
declare as follows:

That I am the_____of
_____, the party making the attached bid. That the attached 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, or that anyone shall refrain from bidding. That the bidder has not in any manner, directly or indirectly, sought by agreement, communication,or to fix any overhead, profit, or cost element of the bid price, or of 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this_____day of_____20 , at

_____
California.

_____
Print Name

_____
Print Title

_____
Signature Date

Authority: Public Contract Code 7106 CCP 2015.5 ld5, p.2

IRAN CONTRACTING ACT OF 2010 CERTIFICATION
(Public Contract Code §§ 2202-2208)

As required by California Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert your bidder or proposer name and Federal ID Number and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder or proposer identified below, and the bidder or proposer identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Bidder or Proposer Name (Printed): _____	*Federal ID Number:* _____
_____ *By (Authorized Signature)*	
_____ *Printed Name and Title of Person Signing*	
Date Executed: _____*, 2025*	*Executed in* _____

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder or proposer engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the District from the certification requirement under the Iran Contracting Act of 2010, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder or Proposer Name (Printed): _____	*Federal ID Number:* _____
_____ *By (Authorized Signature)*	*Executed in:* _____
_____ *Printed Name and Title of Person Signing*	*Date Executed:* _____*,2025*

CERTIFICATE OF NON-DISCRIMINATION BY SELLER

As a supplier of goods or services to the Oak Grove School District and New Haven Unified School District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all, joblevels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

_____

PRINT OR TYPE FIRM'S NAME

_____

PRINT OR TYPE NAME AND TITLE OF PERSON SIGNING

_____

SIGNATURE DATE

Attachment A - Fuel, Questionnaire

Bid No. TRA-084-11-25-672		Responses/Comments
Delivery		
1	Delivery will be made by company truck or subcontracted to?	
2	List address(s) from which fuel will be delivered:	
3	Describe delivery fleet (i.e. quantity, truck sizes, age of vehicles):	
4	What is the expected turnaround time from receiving order to actual delivery?	
5	Describe policies regarding orders for rush deliveries and list any additional costs associated with rush orders.	
Ordering Process		
6	Describe your ordering process?	
Invoicing		
The District frequently audits invoices in order to verify correct pricing. To simplify this process, the District would like to see a breakdown of the per gallon price according to the proposed pricing calculation (i.e. the OPIS rack price, the mark-up, and each tax separately stated to equal the per gallon price charged to the District).		
7	Describe your invoice format and provide a sample.	
8	What process will be used to ensure that the District will receive all applicable federal and state tax exemptions and credits (i.e. federal excise tax exemption)?	
9	**Early Pay Discount**: Does your company offer early payment discounts? If yes, what is the percentage and how many days. Ex: 2% net 10 days	
Emergencies		
10	After-hour deliveries may be needed during an emergency (i.e. long-term power outages, natural disasters, acts of terrorism), describe policies regarding emergency response and list any additional costs associated with after-hour emergency deliveries	
11	Provide 24-hour emergency contact information: (Name, phone #, night phone #, cell phone#)	
Environmental Conservation and Sustainable Living		
14	Provide information regarding any existing environmental conservation goals or guidelines, Green Business certifications, existing alternative fuel service vehicles, superior employee benefit policies, or other applicable policies.	
Safety		
15	Explain current safety policies.	

Attachment C
Insurance Requirements
Page 1 of 3

Without limiting the Vendor's indemnification of OGSD and NHUSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include OGSD and NHUSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at OGSD and NHUSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the OGSD and NHUSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies, which hold a current policyholder's alphabetic and financial size category rating of not less than AV, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by OGSD and NHUSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a.	Each occurrence	$1,000,000
b.	General aggregate	$2,000,000
c.	Products/Completed Operations aggregate	$2,000,000
d.	Personal Injury	$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

a. Premises and Operations
b. Products/Completed
c. Contractual liability, expressly including liability assumed under the resulting contract.
d. Personal Injury liability
e. Owners' and Vendors' Protective liability
f. Severability of interest

Attachment C
Insurance Requirements
Page 2 of 3

3. General liability coverage shall include the following endorsements, copies of which shall be provided to OGSD and NHUSD:

   a. Additional Insured Endorsement:

      Insurance afforded by this policy shall also apply to OGSD and NHUSD and members of the Board of Trustees, and the officers, agents, and employees of the OGSD and NHUSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

   b. Primary Insurance Endorsement:

      Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the OGSD and NHUSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

   c. Notice of Cancellation or Change of Coverage Endorsement:

      Insurance afforded by this policy shall not be cancelled or changed to no longer meet the specified OGSD and NHUSD insurance requirements without 30 days prior written notice of such cancellation or change being delivered to the OGSD and NHUSD.

   d. Contractual Liability Endorsement:

      Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the OGSD and NHUSD.

4. Automobile Liability Insurance

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

   a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

Attachment C
Insurance Requirements

b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars ($25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.

c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.

d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting contract:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the OGSD and NHUSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.

2. The OGSD and NHUSD acknowledge that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the OGSD or NHUSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its Sub-Vendors of any tier to carry the aforementioned coverages, or Vendor may insure Sub-Vendors under its own policies.

4. The OGSD and NHUSD reserve the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.

EXHIBIT 1
GENERAL VENDOR INFORMATION /SIGNATURE PAGE
Page 1 of 2

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Firm Name		
Firm Address		
Firm Telephone		
Type of Firm (Mark an 'X' for the appropriate one)	Individual	
	Partnership	
	Corporation	
	Joint Venture	
Primary Contact Name		
Primary Contact Number		
Primary Contact Fax number		
Primary Contact Email address		
Has your firm changed names in the past five years?		
Has the company filed bankruptcy in the last five years? (Please answer Yes or No)		
If Yes, explain		
Have you been in litigation on a question relating to your performance on a contract during the past three years? (Please answer Yes or No)		
If Yes, explain , and provide case name and number:		
How many years has your organization been in business under your present business name and license number?		
Clearly explain any limitations your company may have in delivering fuel, oil, or lubricants according to the specifications of this bid. If any, explain		
Identify any industry certifications that your business or employees have obtained. List:		
Will your comp any allow other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, the right to purchase identical item(s) at the same price and at the same terms and conditions? ("piggyback") Acceptance or rejection of this clause will not affect the outcome of this Bid. (Please answer Yes or No)		

EXHIBIT 1
GENERAL VENDOR INFORMATION /SIGNATURE PAGE

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2. That Vendor has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted.

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Vendor's Signature

Bid will not be accepted without appropriate signature in the space below:

_____

Print Name Print Title

_____

Signature Date

Exhibit 2
REFERENCES

References - provide at least three (3) educational client references for which other school districts have purchased similar products from you within the last three years.

Oak Grove School District and New Haven Unified School District prefers references from California public school districts, similar organizations: K-12 oriented; similar numbers of students, sites, and users.

Reference #1	
Contact Name	
Contact Title	
Telephone	
E-mail	
Organization Name	
Organization Address	

Reference #2	
Contact Name	
Contact Title	
Telephone	
E-mail	
Organization Name	
Organization Address	

Reference #3	
Contact Name	
Contact Title	
Telephone	
E-mail	
Organization Name	
Organization Address	