SIMI VALLEY UNIFIED SCHOOL DISTRICT



REQUEST FOR BIDS

FUEL – Gasoline & Diesel, P27FS471

BID SUBMISSION DUE DATE: Tuesday, July 28, 2026 2:00 PM

BID OPENING: Immediately Following Bid Submission Due Date

Simi Valley Unified School District
Purchasing Department
101 W. Cochran Street, Simi Valley, CA 93065

Derrick Hoffman, Director of Purchasing
(805) 306-4500 Ext. 4601 • derrick.hoffman@simivalleyusd.org

NOTICE TO BIDDERS

Notice is hereby given that the Simi Valley Unified School District, hereinafter referred to as the District, acting by and through its Board of Education, invites bids for the supply of the following fuel: (i) 87 Octane Unleaded Gasoline ("Gasoline") and (ii) Renewable Diesel ("Diesel"); the Gasoline and Diesel subject to this Requests for Bids are collectively referred to herein as "Fuel."

SUMMARY OF REQUEST

The District is inviting bids from Vendors/Suppliers for the **ongoing supply and delivery of Fuel to the District's transportation facility**.

SUBMISSION OF BIDS
Bid Submission Due Date: Tuesday, July 28, 2026; 2:00 PM
Bids must be submitted in writing, on forms provided by the District, and received by the Purchasing department in a SEALED envelope clearly marked "Fuel Bid, P27FS471" no later than the Bid Submission Due Date shown immediately above, addressed as follows:

Purchasing Department
Attn: Derrick Hoffman
Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, CA 93065

BID OPENING: Immediately following Bid Submission Due Date at the address above

Each submittal must conform and be responsive to the bid documents.

To obtain bid documents at no charge, the following two options are available:

Contact Derrick Hoffman via email at derrick.hoffman@simivalleyusd.org

Download from the District's website at https://www.simivalleyusd.org/rfq2. The District reserves the right to reject any or all bids, and to waive inconsequential informalities or irregularities therein. No bids may be withdrawn for a period of sixty (60) days after the date set for receipt of bids; price proposals shall remain firm during such period.

Publication dates:
Monday, July 06, 2026
Monday, July 13, 2026

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INFORMATION AND GENERAL CONDITIONS

1. PREPARATION OF PROPOSAL DOCUMENTS

Bid Submission Due Date: Tuesday, July 28, 2026; 2:00 PM

Bids must be submitted in writing, on forms provided by the District, and received by the Purchasing department in a SEALED envelope clearly marked "Fuel Bid, P27FS471" no later than the Bid Submission Due Date shown immediately above, addressed as follows:

Purchasing Department
Attn: Derrick Hoffman
Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, CA 93065

All preparation costs and associated activities related to the preparation of any bid submittal are the sole responsibility of the Vendor/Supplier. The District is not liable for any costs incurred throughout the selection process.

2. SIGNATURE

The bid must be signed in the name of the Vendor/Supplier and must bear the signature of the person authorized to sign bids on behalf of the Vendor/Supplier and to bind the Vendor/Supplier to the bid.

3. TENTATIVE SCHEDULE OF EVENTS

Request for Bids Activity	Date/Time
First Publication Date	**Monday, July 06, 2026**
Second Publication Date	**Monday, July 13, 2026**
Questions Deadline by 4:00 P.M.	**Friday, July 17, 2026**
Final Addendum Posted	**Tuesday, July 21, 2026 4:00 PM**
Bid Submission Due Date and Bid Opening	**Tuesday, July 28, 2026 2:00 PM**
Evaluation and Notice of Intent to Award	**Monday, August 03, 2026**
Approval & Award of Contract by School Board	**Tuesday, August 18, 2026**
Contract Effective Date	**Tuesday, September 01, 2026**

4. EVALUATION PROCESS

Bid must conform and be responsive to the bid documents.

5. VENDOR/SUPPLIER PRE-BID QUESTIONS AND ADDENDA

Written questions and requests for clarification are to be submitted to Derrick Hoffman, Director of Purchasing at Simi Valley Unified School District by emailing derrick.hoffman@simivalleyusd.org (via email only), no later than the Questions Deadline date/time set forth above. **Subject line of email shall read, "Pre-Bid Question: RFP P27FS471 Fuel."** No phone call questions will be accepted. If vendor does not receive a reply confirming receipt of email within 24 hours, vendor shall contact Derrick Hoffman by phone at 805-306-4500 extension 4601. All answers to bid questions will be posted on the Simi Valley Unified School District's Purchasing website, located at: https://www.simivalleyusd.org/rfq2. The Simi Valley Unified School District shall not be obligated to answer any questions or clarification requests received after the above-specified deadline or any questions submitted in a manner other than as instructed above. Failure to request interpretation or clarification of any portion of the Bid Documents pursuant to the

foregoing is a waiver of any discrepancy, defect or conflict therein. The District's responses to written questions, clarification requests, interpretations, and corrections shall be incorporated into a bid addendum. Addenda to the Request for Bids will only be posted on the District's Purchasing Department website. **Bidders are solely responsible for accessing the District's Purchasing Department website to obtain any addenda to the Request for Bids. The District will not distribute addenda to bidders**.

6. AWARD OF CONTRACT

If the contract is awarded, it will be by action of the District's Board of Education to the responsible Vendor/Supplier submitting the lowest priced bid. No guarantee is given that any contract will be awarded. The District reserves the right to: (i) award a single contract to a Vendor/Supplier for Gasoline and Diesel based upon lowest proposed total cost over three (3) years for Gasoline and Diesel based on the District's estimated annual fuel usage; or (ii) award a separate contract for Gasoline and a separate contract for Diesel based on the lowest proposed total cost over three (3) years for Gasoline or Diesel, as applicable, based on the District's estimated annual usage of each fuel. The District reserves the right to reject any and all bids, and waive any irregularities of any bid.

For purposes of award, pricing based upon the District's typical size orders of each fuel, unleaded and diesel, as outlined in the Product and Delivery Specifications, over the three (3) year contract period shall be considered.

7. NEWS RELEASE

News releases or any other public announcement pertaining to any award resulting from this bid shall not be made without prior written approval of the Associate Superintendent, Business & Facilities.

8. COMPLETION OF BIDS

Bids shall be complete in all respects as required by this Request for Bids, and **submitted on the forms included within this Request for Bids**. A bid may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind. A bid will be rejected if, in the opinion of the Simi Valley Unified School District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of any bid submitted in response to this Request for Bids.

9. ERRORS IN BID

The Vendor/Supplier shall be bound by the terms and conditions of this Request for Bids, regardless of any errors that may be contained therein. A Bidder who encounters an error or apparent error in this Request for Bids shall request clarification or correction as set forth in Section 5 above of this Request for Bids.

10. BID DOCUMENTS

Documents included in this Request for Bids are complementary. Requirements, standards and other similar matters called for by one shall be binding as if called for by all.

11. COMPLIANCE WITH LAWS

The Vendor/Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the services as specified herein.

12. HOLD HARMLESS AND INDEMNIFICATION

See "Agreement Terms & Conditions".

13. SOLE REFERENCE

This Request for Bids and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of the bid. The release of this Request for Bids on the first publication date shown above supersedes all other documents related. The contents of this Request for Bids and subsequent modifications thereto take precedence over any and all information related to the products obtained from any source, either by written or verbal communications.

14. WITHDRAWAL OF BID

Any Vendor/Supplier may withdraw their bid either personally or by written request to the Purchasing Department at any time prior to the Bid Submission Due Date. Bids may not be withdrawn for a period of sixty (60) days after the Bid Submission Due Date.

15. PRICING AND INVOICING

Fuel pricing for Gasoline shall be proposed as dollars and cents above/below the Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing with California Cap-at-the-Rack (CAR) for Los Angeles, along with any other charges or discounts for a net cost above/below the Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing with California Cap-at-the-Rack (CAR) for Los Angeles.

Fuel pricing for Diesel shall be proposed as dollars and cents above/below the **Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing for Los Angeles**, along with any other charges or discounts for a net cost above/below the **Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing for Los Angeles.**

Fuel pricing requested on the Bid Form shall include all costs required to perform furnish and deliver Fuel, excluding any applicable taxes or assessments. These taxes are intentionally excluded from the Pricing Proposal for the purpose of price comparison only, but will be itemized, as required when invoicing for Fuel furnished and delivered under the Contract.

16. EXCEPTIONS/DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this Request for Bids must be declared in the bid submitted by the Vendor/Supplier. Such exceptions or deviations must be segregated as a separate element of the bid.

17. DETERMINATION OF RESPONSIVENESS

The District will evaluate each Vendor/Supplier's bid to determine the responsiveness of each bid to this Request for Bids and the Product and Delivery Specifications included.

18. EVIDENCE OF RESPONSIBILITY

Vendor/Supplier's bid will be used to evaluate each Vendor/Supplier's capability to furnish and deliver products as required pursuant to this Request for Bids. Upon the request of Simi Valley Unified School District, a Vendor/Supplier whose bid is under consideration may be required to submit additional information to support previously provided information. The Vendor/Supplier may also be requested to provide a tour of Vendor/Supplier's facilities. As further evidence of responsibility, **Vendor/Supplier shall submit with the response to this Request for Bids, contact and purchase information from at least three (3) references, preferably from California school districts or other government agencies, which have purchased similar Fuel, considering both quantity and product.**

19. NO COMMITMENT TO AWARD

Issuance of this Request for Bids and receipt of bid submissions does not commit Simi Valley Unified School District to award a contract. Simi Valley Unified School District expressly reserves the right to postpone bid opening for its own convenience, to accept or reject any or all bids received in response to this Request for Bids, or to cancel all or part of this Request for Bids.

20. JOINT VENTURE BIDS

The District will not award Contracts for Diesel or Gasoline or a Contract for the Fuel to any bidder doing business as a joint venture.

21. PROPOSED CONTRACT

The Vendor/Supplier selected for the contract(s) awarded through this Request for Bids shall be required to enter into a written contract with Simi Valley Unified School District. The contract/agreement presented in this Request for Bids would be the contract anticipated for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this Request for Bids, including those added by addendum, and to reflect the Vendor/Supplier's offer or the outcome of contract negotiations, if any, conducted with

the Vendor/Supplier. Failure by Vendor/Supplier to take exceptions to any terms and conditions in the contract/agreement presented in this Request for Bids constitutes an acceptance of all terms and conditions as stated.

22. PROTESTS

Following the District's evaluation of the bid submissions, the District will issue a Notice of Intent to Award the Contract, identifying the Vendor/Supplier to whom the District intends to award the Contract, and the date, time, and place of the District's Board of Education meeting at which award of the Contract will be considered. Any protest against the award of a contract pursuant to this Request for Bids must be received within four (4) business days following the District's issuance of the Notice of Intent to Award. Simi Valley Unified School District shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to the Purchasing Director at the place specified for submittal of bids.

23. PROPOSALS AS PUBLIC INFORMATION

All proposals submitted in response to this Request for Bids become the property of Simi Valley Unified School District and may become public information after selection and award of the contract.

24. MISCELLANEOUS

Simi Valley Unified School District reserves the right to: Reject any/all Request for Bids responses; issue a subsequent Request for Bids; Cancel the Request for Bids; Remedy technical errors in the Request for Bids process; Appoint technical evaluation committees to review Request for Bids responses; Seek assistance from outside technical experts in Request for Bids response evaluations; Award to none, one, or more Vendor/Suppliers; and/or waive informalities or irregularities in the Request for Bids responses.

In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) business days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bids.

25. BID SECURITY

None.

26. INSURANCE

See "Agreement Terms & Conditions".

27. QUANTITIES

Estimated annual gallons used are detailed in the Product & Delivery Specifications. Quantities indicated are approximate and the District is not committed to purchasing any quantity of either Gasoline or Diesel.

28. AUTHORIZATION TO FULFILL ORDERS

Order fulfillment and delivery shall be made only upon a District Order, confirmed via email from a District email account, upon which delivery date, product and required quantities shall be indicated.

29. DELIVERY

All deliveries shall be FOB Destination, within two (2) working days after receipt of each order, and in accordance with Product & Delivery Specifications.

The DISTRICT reserves the right to order Gasoline or Diesel from an alternative VENDOR of the DISTRICT's choice for those items which the Vendor awarded the Contract cannot be delivered F.O.B. to the DISTRICT within the specified "two (2) working day after receipt of each order." VENDOR shall be responsible for any additional costs that result due to its failure to deliver in a timely manner.

VENDOR shall be liable for any damage or citations that may be incurred as a result of any spills or accidents. In addition, the DISTRICT reserves the right to cancel the contract for delivery in a negligent manner or for spills while delivering.

The VENDOR shall be responsible for all injuries to or death of persons, or damage or destruction of property that occur as a result of negligent, grossly negligent, or willful conduct in connection with the transportation and delivery of Fuel.

Third Party Fuel Delivery; Insurance. If VENDOR indicates in response to Question 3 of the Questionnaire portion of the Request for Bids that fuel delivery will not be by the VENDOR's owned and operated trucks/tankers, the third party fuel delivery service the VENDOR intends to utilize for fuel deliveries must obtain all of the policies of insurance with at least the minimum coverage limits set forth in Paragraph 11 of the Agreement Terms & Conditions. No third party delivery service will be permitted to complete deliveries to the District until the District is in receipt of current Certificates of Insurance evidencing that third party delivery service has fully complied with insurance requirements of Paragraph 11 of the Agreement Terms & Conditions.

30. OTHER PUBLIC CORPORATIONS AND AGENCIES, PIGGYBACK CLAUSE

With mutual consent from Vendor/Supplier, it is the intent of the District to make this Agreement available to other public corporations and agencies, including school districts, located in the county of Ventura. Additional counties may be added by vendor at the time of Agreement execution. Vendor/Supplier's consent to a piggyback clause will not be considered as part of bid award.

31. REQUIRED DOCUMENTS

Bidders must complete, sign and include the following documents with the sealed bid:

- NON-COLLUSION AFFIDAVIT
- PRICING PROPOSAL
- PIGGYBACK CLAUSE
- REFERENCES
- CERTIFICATION
- ACKNOWLEDGMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ISSUED)
- ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS

Failure to complete, sign, and return documentation, may be cause for rejection of the bid.

Each bid must be signed in ink or ballpoint pen by person authorized to do so. (Black ink preferred).

[END OF SECTION]

AGREEMENT #P27FS471
(GOODS, MATERIALS AND EQUIPMENT)

THIS AGREEMENT IS ENTERED INTO AS OF SEPTEMBER 1, 2026, IN THE CITY OF SIMI VALLEY, COUNTY OF Ventura, State of California, by and between SIMI VALLEY UNIFIED SCHOOL DISTRICT, a California School District hereinafter "District" and VENDOR/SUPPLIER, hereinafter referred to as "Vendor/Supplier".

WITNESSETH, that the District and the Vendor/Supplier in consideration of the mutual covenants contained herein agree as follows:

1. Goods, Materials and Equipment. Within the Agreement Time and in accordance with all bid documents and Vendor/Supplier's Pricing Schedule attached herewith as Exhibit "A", subject to adjustments thereto pursuant to the Agreement Terms & Conditions, the Vendor/Supplier shall furnish and deliver the Goods, Materials and/or Equipment (collectively "Goods") generally described as 87 Octane Unleaded Gasoline ("Gasoline"), Renewable Diesel ("Diesel"); Gasoline and Diesel are collectively referred to herein as "Fuel."

2. District Order. This Agreement does not commit or obligate the District to purchase or pay for any of the Goods, except by issuance of a District Order to the Vendor/Supplier, confirmed via email from a District email account.

3. Term. Unless earlier terminated, the Term of this Agreement is three (3) years.

4. Agreement Terms & Conditions. The terms and conditions of this Agreement are set forth in the attached Agreement Terms & Conditions, which is incorporated herein by this reference, along with all bid documents.

5. Authority to Execute. The individual(s) executing this Agreement on behalf of the Vendor/Supplier is/are duly and fully authorized to execute this Agreement on behalf of Vendor/Supplier and to bind the Vendor/Supplier to each and every term, condition and covenant of the Agreement Documents.

6. Agreement Documents. The Agreement consists of: (i) this Agreement; (ii) the accompanying Agreement Terms and Conditions, and (iii) Vendor/Supplier entire bid.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Vendor/Supplier as of the date set forth above.

"DISTRICT" **Simi Valley Unified School District,** **A California public school district**	**"VENDOR/SUPPLIER"** **Vendor/Supplier**
By: _____ **Ron Todo, Associate Superintendent of Business and Facilities**	**By:** _____ **Title:** _____

AGREEMENT TERMS & CONDITIONS
(Goods, Materials and Equipment)

1. DISTRICT. The "District" is the Simi Valley Unified School District.

2. VENDOR. "Vendor," "Supplier," "Provider," or "Contractor" shall mean the Seller or Supplier of the Goods named in the Agreement and all individuals, officers, directors, employees, agents, contractors, or subcontractors of such Seller or Supplier. The Vendor is an independent contractor, and not an officer, employee or agent of the District.

3. NON-ASSIGNMENT. The Vendor shall not assign or transfer by operation of law or otherwise any rights or obligations of the Vendor without the prior written consent of the District, which may be granted, conditioned or denied in the sole and exclusive discretion of the District.

4. VENDOR ACCEPTANCE OF AGREEMENT & AGREEMENT TERMS AND CONDITIONS. Vendor must accept this Agreement and the Agreement Terms and Conditions in writing. The foregoing notwithstanding, if for any reason Vendor does not accept the Agreement and Agreement Terms and Conditions in writing, any conduct of Vendor reflecting acknowledgement of this Agreement and the Agreement Terms and Conditions, including without limitation, Vendor's commencement of performance of Vendor's obligations under the Agreement or Vendor's acceptance of payment shall be deemed Vendor's acceptance of the Agreement and Agreement Terms and Conditions. Whether Vendor's acceptance of the Agreement and Agreement Terms and Conditions is by writing or by conduct, any additional or different terms or conditions proposed by Vendor or incorporated into Vendor's acceptance of the Agreement and Agreement Terms and Conditions are deemed material alterations to these Agreement Terms and Conditions, and such additional or different terms are expressly rejected unless such terms are incorporated by direct reference in the Agreement.

5. PRICE AND PAYMENT.

   5.1. Pricing of Goods: Vendor shall furnish and deliver the Goods at prices specified in the Agreement.

   5.2. Discounts. All cash discounts to the District shall be from the date of receipt of the invoice and not from the date of the invoice.

   5.3. Vendor Invoices. No payment will be made by the District for Goods furnished and delivered hereunder until the Vendor has submitted an invoice therefor to the District. Vendor invoices shall be in such form, format and detail as required by the District and submitted to the District within thirty (30) days from delivery of a District order for Goods subject to the Agreement. Vendor's invoice for payment shall: (i) be submitted to the District's Accounts Payable Office; (ii) incorporate pricing for Goods in accordance with the Agreement; and (iii) be accompanied by other documents and materials required by the District for processing and disbursing payment, including without limitation, IRS Form W-9 or other Federal Taxpayer Identification information.

   5.4. District Payment. Provided that Vendor's invoice fully conforms to the requirements set forth in Paragraph 5.3, the District will make payment of the undisputed amount due the Vendor on an invoice within thirty (30) days of the District's receipt thereof. The District is not obligated to process an invoice for payment and the Vendor is not entitled to payment until Vendor submits an invoice conforming to the requirements established in Paragraph 5.3.

   5.5. Taxes. Invoices for payment shall separately identify applicable taxes included in the payment requested by an invoice.

5.6. District Right to Offset. Any payment due or to become due from the District to the Vendor under the Agreement is subject to deduction by the District for any set-off, counterclaim or payment due from the Vendor to the District under the Agreement or any other transaction between the Vendor and the District.

6. DELIVERY

6.1. Vendor Responsibilities. Vendor shall prepay all packing, transportation, shipping and related costs; pricing for Goods subject to the Agreement include all packing, transportation, shipping and related costs for delivery of the Goods to the location designated for delivery.

6.2. Quantities. The Vendor is solely responsible for delivery of the quantity of Goods indicated in each District-issued Order. If delivery of Goods is less than the quantity indicated in a District-issued Order, Vendor shall, at Vendor's sole cost and expense, expedite delivery of the remaining required quantity of Goods as directed by the District. Notwithstanding Vendor's delivery of the remaining required quantity of Goods pursuant to the foregoing, Vendor shall remain liable to the District for damages, losses, costs or expenses arising out of or relating in any manner to failure of the Vendor to deliver the required quantity of Goods. The District is not responsible for Goods delivered in excess of the quantity indicated in each District-issued Order; no payment will be made by the District for any such excess quantity of Goods. Vendor is solely responsible for all costs or expenses for return of excess quantity of Goods. If Vendor does not make arrangements and pay for return of excess quantity of Goods within five (5) days of the District's notice to the Vendor of the delivery of excess quantities of Goods, the District is deemed to be the owner of such Goods and the District may thereupon use, sell or otherwise dispose of such excess quantity of Goods without further payment or liability to the Vendor.

6.3. FOB Delivery. All shipments of Goods shall be F.O.B. Destination indicated in each District-issued Order. The Vendor shall bear the risk of loss, damage or destruction of the Goods or any portion thereof until actual delivery to District is completed. Replacement of Goods lost, damaged or destroyed before delivery to the District shall be the Vendor's responsibility at the sole cost and expense of Vendor.

6.4. Delayed Delivery. See Product & Delivery Specifications.

6.5. MSDS Sheets. All shipments of Goods that are, or incorporate into the Goods, hazardous and toxic materials must include the Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200, with copies sent to the District's Purchasing Department referencing the Agreement number.

7. WARRANTIES.

7.1. Vendor Warranties. Vendor warrants to the District that all Goods: (i) comply with and conform to the requirements set forth in the Agreement; (ii) are new, unless otherwise specified in the Agreement; (iii) are free of defects in materials or workmanship; (iv) are merchantable and fit for intended purposes; (and (iv) are free and clear of any security interest, lien, encumbrance or other claim of third parties.

7.2. Additional Warranties. Vendor warranties set forth in Paragraph 7 are in addition to and not in lieu of: (i) warranties/guarantees of the fabricator/manufacturer of the Goods; and (ii) warranties arising by operation of law.

7.3. District Remedies. If any Goods fail to comply with warranty requirements set forth herein, the District shall notify the Vendor of the failure of the Goods to comply with required warranties within a reasonable time after discovery of the condition(s) rendering the Goods not to be in compliance with required warranties. Vendor shall, at its sole cost and expense, replace

Goods not conforming to required warranties with conforming Goods and if requested by the District remove the non-conforming Goods from District property. Notwithstanding Vendor's replacement of non-conforming Goods with conforming Goods, Vendor shall remain liable to the District for damages, costs, expenses and/or other losses resulting from Vendor's delivery of non-conforming Goods. Payment for any Goods prior to discovery of non-compliance with warranty requirements shall not be construed as acceptance of Goods not in compliance with warranty requirements.

8. VENDOR COMPLIANCE WITH LAWS.

8.1. Licenses and Permits. The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits required by law in connection the Agreement and the Goods subject to the Agreement. Pricing for Goods is not subject to adjustment for any licenses or permits Vendor is required to obtain to fully perform Vendor's obligations under the Agreement.

8.2. Non-Discriminatory Employment Practices. Vendor shall not engage in any discriminatory employment practices and shall comply with all laws pertaining to and prohibiting discriminatory employment practices.

~~8.3. Prevailing Wage Rates; DIR Contractor Registration. If the subject matter of the Agreement is deemed a "public work" or a "public contract" under the California Labor Code, Vendor shall comply with: (i) all applicable prevailing wage rate requirements without adjustment of the pricing set forth in the Agreement for the Goods; and (ii) Vendor shall be a Department of Industrial Relations ("DIR") registered contractor prior to the date of issuance of the Agreement. If Vendor is required to be a DIR Contractor, no payment will be made until the District has verified that Vendor is a DIR Registered Contractor.~~

8.4. District Policies. Employees, agents or representatives of Vendor shall comply with District policies while on District Property.

9. TERMINATION.

9.1. Termination For District Convenience. The District reserves the right to terminate the Agreement, in whole or in part, for its own convenience by written notice to Vendor. In such event, the District's payment liability is limited to payment for the Goods delivered prior the District's issuance of the termination notice.

9.2. Termination for Vendor Default. If Vendor fails to fully and timely perform Vendor obligations under the Agreement or otherwise defaults in the performance of Vendor obligations hereunder, the District may terminate the Agreement in whole or in part by written notice of default to the Vendor. In such event, Vendor shall be liable to the District for all costs, expenses, damages and other losses arising out of or related to Vendor's default, including without limitation the costs to re-procure the Goods subject to the Agreement.

10. VENDOR INDEMNIFICATION. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real

and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

11. VENDOR INSURANCE Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

11.1. Workers Compensation. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

11.2. Commercial General Liability. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

Per Occurrence	One Million Dollars ($2,000,000)
Aggregate	Two Million Dollars ($4,000,000)

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

11.3. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Automobile Liability	Two Million Dollars ($2,000,000) combined single limit

11.4. Pollution Liability. Provider shall procure and maintain, during the term of this Agreement, the following Pollution Liability Insurance coverage:

Pollution Liability	Per Occurrence Two Million Dollars ($2,000,000) Aggregate Four Million Dollars ($4,000,000)

11.5. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

11.6. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

11.7. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage

required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement

11.8. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District

- Commercial General Liability
  - CG 20 26 10 01: Additional Insured-Designated Person or Organization
  - CG 20 01 01 13: Primary, Non-Contributory
  - CG 24 04 05 09: Waiver of Subrogation
- Commercial Auto Liability
  - CA 20 48 10 13: Designated Insured for Covered Autos Liability Coverage

12. EXCUSE FOR NON PERFORMANCE – FORCE MAJEURE. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by (1)act of God, (2)fire, (3)strike, (4)partial or total interruption of, loss or shortage of transportation facilities, (5)lockout, (6)commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

13. COUNTERPART EXECUTION. If awarded, contract/agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of the contract/agreement may be delivered by PDF email and shall have the same legal effect as an "ink-signed" original.

14. MISCELLANEOUS.

14.1. Certification Regarding Debarment, Suspension or Ineligibility for Public Contracts. The Vendor acknowledges that District is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded from securing public contracts or whose principals are suspended, debarred, ineligible, or excluded from securing public contracts. Vendor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing public contracts.

14.2. Time. Time is of the essence in performance and completion of obligations under the Agreement.

14.3. Severability. If any provision of the Agreement or Agreement Terms and Conditions is determined by a court of competent jurisdiction to be illegal, such provision is deemed severed, but all other provisions shall continue in full force and enforceable.

14.4. Vendor Books, Records; Audit. Vendor shall maintain books, records, documents and other materials relating to this Agreement for at least three (3) years after full payment by the District. The District shall have the right to audit Vendor's books, records, documents and other materials relating to this Purchase for a period of three (3) years after the District's full payment to the Vendor. Vendor shall permit the District and its employees, agents or representatives

access to Vendor's books, records, documents and other materials relating to the Agreement for purposes of conducting such audit.

14.5. Confidential Information. Vendor shall not use or disclose any information or data deemed by the District to be confidential or proprietary, except in performing Vendor's obligations under the Agreement.

14.6. Governing Law. The Agreement and Agreement Terms & Conditions are: (i) governed by California law; and (ii) interpreted as a whole and not strictly for or against the District or Vendor.

14.7. Venue. Venue for any legal proceeding relating to the Agreement shall be exclusively in the Ventura County Superior Court.

14.8. Disputes. Notwithstanding any dispute between the District and Vendor arising out of related to the Agreement, Vendor shall continue performance in accordance with the Agreement and Agreement Terms and Conditions pending subsequent resolution of such disputes.

14.9. Attorney Fees. If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

14.10. Notice. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;

(2) If notice is given to Provider, by personal delivery thereof to said Provider, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Provider at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

14.11. Entire Agreement; No Modification Without Written Instrument. The Agreement and the Agreement Documents constitute the entire agreement and understanding of the Vendor and District relating to the subject matter hereof, superseding and replacing all prior negotiations, understandings or agreements.

[END OF SECTION]

PRODUCT AND DELIVERY SPECIFICATIONS

It is the intent of this specification to describe **FUELS and their associated delivery**.

The price of gasoline shall be adjusted daily. Per gallon prices shall be determined by the **Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing with California Cap-at-the-Rack (CAR) for Los Angeles**. The OPIS pricing arrangement will be valid at all times of the year including periods when oxygenated fuel is mandated by law or regulation. The successful bidder shall supply oxygenated fuel during those mandated periods.

The price of renewable diesel shall be adjusted daily. Per gallon prices shall be determined by the **Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing for Los Angeles**. Cap-at-the-Rack (CAR) does not apply to renewable diesel.

On invoices, delivery charges per gallon shall be listed as a separate line item on each invoice and shall not be combined with fuel costs when computing tax. Each tax and fee shall be identified as a separate line item, listing the unit price of the fee or tax, the applicable quantity of gallons and the extended amount. OPIS pricing applicable to each invoice shall be included with each invoice, either detailed on the invoice itself, or provided separately. The District may require that its order number be placed on each invoice.

NO INVOICING OF FEE/ASSESSMENT/TAX INCLUDED IN OPIS CAR PRICING. Bidder may NOT invoice separately for any fee/assessment/tax that is a component of the OPIS CAR pricing, including but not limited to, LCFS, Crude CI Deficit, and/or Cap & Trade. Any reference throughout the bid documents allowing for the separate invoicing of any fee/assessment/tax is to be interpreted as a government imposed fee/assessment/tax not already included in the OPIS CAR pricing.

SAMPLE INVOICE TO BE SUBMITTED WITH BID. Bidder shall submit with his/her bid a sample invoice.

If the pricing service price (OPIS) is cancelled or modified, the DISTRICT reserves the right to cancel the Agreement based on this pricing.

Delivery Requirements: Delivery within two (2) working days after receipt of order.

Unleaded Gasoline – 87 Octane ("OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST", "Unl", "RACK AVG") formulated in compliance with all rules and regulations

Delivery Address: 1725 DEODORA ST., SIMI VALLEY, CA 93065
Underground 10,000 gallon tank
Estimated Annual Usage: 44,230 gallons

Renewable Diesel ("OPIS GROSS RENEWABLE R99 ULTRA LOW SULFER DISTILLATE PRICES", "RACK AVG") formulated in compliance with all rules and regulations

Delivery Address: 1725 DEODORA ST., SIMI VALLEY, CA 93065
Underground 10,000 gallon tank
Estimated Annual Usage: 14,891 gallons

It is the responsibility of the VENDOR to have the delivering driver measure each fuel tank with a fuel tank gauge stick. These readings shall be taken prior to unloading fuel and after unloading fuel and will be recorded on delivery receipts. Gauges may be available; however, each delivery truck must be equipped with a stick. Deliveries of up to 4,000 gallons are to be delivered by metered trucks.

Deliveries of 4,000 gallons or greater are to be documented by the terminal bill of lading. The carrier is to provide a copy of the bill of lading to the District at time of delivery. Invoices are to be accompanied by the supporting bills of lading or delivery ticket. Delivery tickets are to be signed by a District employee at time and place of delivery. When available, driver shall print out a measurement of the District's current tank inventory utilizing the District's tank gauge system (ie:Veeder-Root) BOTH BEFORE AND AFTER filling tank. Before and after printouts shall be provided to District employee at time of obtaining signature for delivery. If driver is unfamiliar with District's tank gauge system, driver will obtain assistance from District employee. All fuel deliveries shall be made between the hours of 6:30 a.m. and 3:00 p.m., Monday through Friday.

District has tank gauge systems in place for both gasoline and diesel.

District typically orders 6,500 gallons of unleaded at one time due to mechanical issues with underground tank, and a full load (7,400 gallons or more) of diesel at one time.

Unless otherwise provided in the Agreement, VENDOR shall have title to and bear risk of loss of or damage to the items purchased hereunder until they are delivered in conformity with this Agreement at the F. O. B. point specified herein, and upon such delivery title shall pass, except for loss or damage resulting from VENDOR's negligence.

VENDOR will be required to make deliveries at the time specified in vehicles suitable for the purpose intended and said vehicles shall be equipped as required by applicable laws, rules, regulations, with all components such as connectors and hoses of the proper size, strength, length, etc., necessary to successfully complete delivery.

The DISTRICT shall be entitled to standing time for the purpose of dispensing fuel at no charge (i.e., the DISTRICT will not incur any additional charges for the truck or driver time while Fuel is being delivered and pumped in at the DISTRICT'S site.)

In the event the VENDOR's supply of fuel is reduced for reasons beyond its control to a level which prevents the supply of DISTRICT'S requirements in full, the VENDOR 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 VENDOR thirty (30) days written notification.

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

Payments will be made within thirty (30) days after receipt of product in acceptable condition, or receipt of an acceptable, correct invoice, whichever is later.

A map of the District's Transportation Facility is included with this bid document.

[END OF SECTION]

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA, COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the _____ of _____, the party
(Title) (Vendor/Supplier)
submitting the foregoing Proposal (the "Vendor/Supplier"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Vendor/Supplier is genuine and not collusive or sham.

3. The Vendor/Supplier has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor, Supplier, or anyone else to put in sham proposal, or to refrain from bidding.

4. The Vendor/Supplier has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the prices, or that of any other Vendor or Supplier, or to fix any overhead, profit or cost element of the prices or that of any other Vendor, Supplier, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Proposal and related documents are true.

6. The Vendor/Supplier has not, directly or indirectly, submitted the prices 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 person, corporation, partnership, company, association, organization, Vendor, or Supplier, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this _____ day of _____, 20___, at _____.
(City and State)

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

_____
(Signature)

_____
(Written or Typed Name)

PRICING PROPOSAL

Bidder/Vendor Name: _____

Based upon the PRODUCT AND DELIVERY SPECIFICATIONS detailed in this Request for Bids, Vendor/Supplier proposes to **furnish and deliver Fuel**, according to the Pricing Schedule outlined below. **Pricing is meant to reflect District's PRICE PER GALLON IN DOLLARS AND CENTS, excluding any government taxes and fees.**

Item		Proposed Pricing
A	OPIS (per gallon)	OPIS PLUS $____._____ per gallon
		OPIS MINUS $ **0.1595** per gallon

EXAMPLE

1. **GASOLINE PROPOSED PRICING.** Provide proposed pricing for furnishing and delivering Unleaded Gasoline, 87 Octane. Proposed gasoline pricing **based upon the Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing with California Cap-at-the-Rack (CAR) for Los Angeles: "OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST", "Unl", "RACK AVG"**.

UNLEADED GASOLINE – 87 OCTANE TRUCK & TRAILER, ORDERS OF 7,400 GALLONS OR MORE		
Item		Proposed Pricing
A	OPIS (per gallon)	OPIS PLUS $____._____ per gallon
		OPIS MINUS $____._____ per gallon
B	DELIVERY	PLUS $____._____ per gallon
C	OTHER CHARGES	PLUS $____._____ per gallon
D	APPLICABLE DISCOUNT	MINUS $____._____ per gallon
TOTAL PER GALLON (A+B+C+D)		**OPIS PLUS** $____._____ per gallon
		OPIS MINUS $____._____ per gallon

[CONTINUED NEXT PAGE]

UNLEADED GASOLINE – 87 OCTANE LESS THAN TRUCK & TRAILER, ORDERS OF 4,000 TO 7,399 GALLONS		
Item		Proposed Pricing
A	OPIS (per gallon)	OPIS PLUS $____._____ per gallon
		OPIS MINUS $____._____ per gallon
B	DELIVERY	PLUS $____._____ per gallon
C	OTHER CHARGES	PLUS $____._____ per gallon
D	APPLICABLE DISCOUNT	MINUS $____._____ per gallon
TOTAL PER GALLON (A+B+C+D)		**OPIS PLUS** $____._____ per gallon
		OPIS MINUS $____._____ per gallon

UNLEADED GASOLINE – 87 OCTANE BOBTAIL (METERED TRUCKS), ORDERS OF LESS THAN 4,000 GALLONS		
Item		Proposed Pricing
A	OPIS (per gallon)	OPIS PLUS $____._____ per gallon
		OPIS MINUS $____._____ per gallon
B	DELIVERY	PLUS $____._____ per gallon
C	OTHER CHARGES	PLUS $____._____ per gallon
D	APPLICABLE DISCOUNT	MINUS $____._____ per gallon
TOTAL PER GALLON (A+B+C+D)		**OPIS PLUS** $____._____ per gallon
		OPIS MINUS $____._____ per gallon

[CONTINUED NEXT PAGE]

2. RENEWABLE DIESEL. Provide proposed pricing for furnishing and delivering Renewable Diesel. Proposed Renewable Diesel pricing **based upon the Daily OPIS Average 10:00 AM OPIS Wholesale Rack Pricing for Los Angeles: "OPIS GROSS RENEWABLE R99 ULTRA LOW SULFER DISTILLATE PRICES", "RACK AVG".**

Alternate - **RENEWABLE DIESEL** **TRUCK & TRAILER, ORDERS OF 7,400 GALLONS OR MORE**		
Item		Proposed Pricing
A	OPIS (per gallon)	OPIS PLUS **$**____._____ per gallon
		OPIS MINUS **$**____._____ per gallon
B	DELIVERY	PLUS **$**____._____ per gallon
C	OTHER CHARGES	PLUS **$**____._____ per gallon
D	APPLICABLE DISCOUNT	MINUS **$**____._____ per gallon
TOTAL PER GALLON (A+B+C+D)		**OPIS PLUS $**____._____ per gallon
		OPIS MINUS $____._____ per gallon

[CONTINUED NEXT PAGE]

Alternate - **RENEWABLE DIESEL** **LESS THAN TRUCK & TRAILER, ORDERS OF 4,000 TO 7,399 GALLONS**		
Item		Proposed Pricing
A	OPIS (per gallon)	OPIS PLUS **$**____._____ per gallon
		OPIS MINUS **$**____._____ per gallon
B	DELIVERY	PLUS **$**____._____ per gallon
C	OTHER CHARGES	PLUS **$**____._____ per gallon
D	APPLICABLE DISCOUNT	MINUS **$**____._____ per gallon
TOTAL PER GALLON (A+B+C+D)		**OPIS PLUS $**____._____ per gallon
		OPIS MINUS $____._____ per gallon

Alternate - **RENEWABLE DIESEL** **BOBTAIL (METERED TRUCKS), ORDERS OF LESS THAN 4,000 GALLONS**		
Item		Proposed Pricing
A	OPIS (per gallon)	OPIS PLUS **$**____._____ per gallon
		OPIS MINUS **$**____._____ per gallon
B	DELIVERY	PLUS **$**____._____ per gallon
C	OTHER CHARGES	PLUS **$**____._____ per gallon
D	APPLICABLE DISCOUNT	MINUS **$**____._____ per gallon
TOTAL PER GALLON (A+B+C+D)		**OPIS PLUS $**____._____ per gallon
		OPIS MINUS $____._____ per gallon

[CONTINUED NEXT PAGE]

3. Is the foregoing price proposal fixed for the entire three (3) year Term of the Contract?

_____ YES ____ NO

If "NO" provide detailed description of proposed pricing adjustments during the three (3) year Term of the Agreement.

Year of Term	Proposed Price Adjustment
Year 2 (Months 13-24)	
Year 3 (Months 25-36)	

4. In the event of a price decline, or should VENDOR sell the same materials under similar quantity and delivery conditions to the State of California, or any other County, Municipality or School District of the State of California, at prices below those proposed herein, such lower prices are to be immediately extended to the DISTRICT and within 24 hours of any price decrease, the DISTRICT shall be notified in writing of such changes and pending orders shall reflect the newer price.

_____ YES ____ NO

The undersigned is an employee of the Vendor/Bidder identified above who is authorized to execute this Price Proposal on behalf of the Vendor/Bidder and to commit the Vendor/Bidder to the pricing proposed herein.

Dated: _____

By: _____

(Signature)

_____

(Name, typed or handwritten)

_____

(Title)

PIGGYBACK CLAUSE

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts and community college districts, any public corporation or agency, including any county, city, or town INCLUDED IN THE LIST OF CALIFORNIA COUNTIES BELOW, may purchase the identical items at the same price and upon the same terms and conditions pursuant to sections 20118 and 20652 of Public Contract Code.

The Simi Valley Unified School District waives its right to require such other districts and offices to draw their warrants in favor of the District.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Please sign on ONE of the lines below…

Piggyback option granted: _____

Piggyback option NOT granted: _____

If Piggyback option granted, please list California counties to be included

Ventura _____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

QUESTIONNAIRE

All Bidders must complete, execute and return this Questionnaire with Price Proposals. Responses must be complete and accurate; incomplete or inaccurate responses may result in rejection of a Bidder's Price Proposal for non-responsiveness.

Bidder/Vendor Name: _____

1. **Fuel Delivery**.

   1.1. What are your standard delivery days and hours?
   Standard Delivery Days. _____
   Standard Delivery Hours. _____

   1.2. If requested by the District, will you deliver Fuel outside of your standard delivery days and hours?

   _____ YES ____ NO
   If "YES" provide a detailed description of how delivery charges and costs will be calculated and billed to the District for Fuel deliveries outside your standard delivery days and hours.

   _____
   _____

2. **Rebate/Discount Programs**. Is there any rebate or discount program available for the Fuel subject to the Request for Bid (the rebates/discounts referenced are different than or in addition to any discount included in Pricing Proposal)?

   _____ YES ____ NO
   If "YES" provide a detailed description of available rebates or discounts, the extent/scope of rebates or discounts and how the rebates or discounts will be applied to Fuel purchases.

   _____
   _____

3. **Fuel Delivery**. Indicate below if the Fuel delivery will be by the Vendor's owned and operated trucks/tankers.

   _____ YES ____ NO
   If "NO" provide the name, and physical address of the contracted provider the Vendor anticipates will be used for Fuel delivery:

   _____
   _____

4. **Adequate Fuel Supply**. Describe the Bidder/Vendor's ability to meet the expectations for Fuel supply to the District when ordered. Provide details as to what refiner/supplier relations the Bidder/Vendor has available that enable the Bidder/Vendor access to sufficient Fuel supply for meeting District orders. Describe the Bidder/Vendor's ability to meet District Fuel orders if there are Fuel supply disruptions, limitations or other constraints.

   _____
   _____
   _____

5. **Source Guarantee**. Vendors/Suppliers who do not own refineries must have contracts or written irrevocable commitments from refineries that are capable of supplying products which meet the District's Fuel supply and the quantities required by the District. Do you own a refinery from which Fuel will be supplied to the District if awarded the contract

_____ YES _____ NO

If "NO" identify the source refinery for Gasoline and Diesel with whom you have a contract or other written agreement to supply and furnish Gasoline and Diesel in quantities required by the District.

Source Refinery (Gasoline) _____

Gasoline Source Refinery Contact Information:

Name	
Position/Title	
Phone	
Email	

Source Refinery (Diesel) _____

Gasoline Source Refinery Contact Information:

Name	
Position/Title	
Phone	
Email	

6. **References**. Vendor/Supplier shall submit with this Request for Bids, three (3) references, **preferably from California school districts or other government agencies**, which have purchased similar fuel, considering both quantity and product.

REFERENCE NO. 1	
Purchasing Entity Name and Address	_____ (Entity Name) _____ (Street Address) _____ (City, State and Zip Code)
Purchasing Entity Contact Person	_____ (Name) _____ (Telephone) _____ (Email)
Description of Fuel Purchased	

REFERENCE NO. 2	
Purchasing Entity Name and Address	_____ (Entity Name) _____ (Street Address) _____ (City, State and Zip Code)
Purchasing Entity Contact Person	_____ (Name) _____ (Telephone) _____ (Email)
Description of Fuel Purchased	

REFERENCE NO. 3	
Purchasing Entity Name and Address	_____ (Entity Name) _____ (Street Address) _____ (City, State and Zip Code)
Purchasing Entity Contact Person	_____ (Name) _____ (Telephone) _____ (Email)
Description of Fuel Purchased	

The undersigned is an employee of the Vendor/Bidder identified above who is authorized to execute this Questionnaire on behalf of the Vendor/Bidder.

Dated: _____

By: _____

(Signature)

_____

(Name, typed or handwritten)

_____

(Title)

CERTIFICATION - REQUEST FOR BIDS

I certify that I have read the attached **Request for Bids for FUEL, Bid P27FS471, inclusive of ALL PAGES,** for the **Simi Valley Unified School District**, including without limitation, the Instructions & Bid Checklist, Information & General Conditions, Agreement, Agreement Terms & Conditions, Product & Delivery Specifications, and that the Bid submitted herewith is complete, accurate and fully complies with the requirements and specifications of the Request for Bids. I further certify that I am authorized to commit the firm to the bid submitted.

In addition, I acknowledge the following addenda: ____, ____, ____, ____, ____.

_____ *Signature*	_____ *Date*
_____ *Typed or Printed Name*	_____ *Telephone*
_____ *Title*	_____ *Fax*
_____ *Company*	_____ *Federal Tax I.D. Number*
_____ *Address*	If you are responding to the bid as a corporation, please provide your corporate seal here:
_____ *Address*	
_____ *Email Address*	

INSTRUCTIONS AND BID CHECKLIST

INSTRUCTIONS

Read the entire Request for Bids.

Complete the forms detailed below in the Bid Checklist.

Return a copy of the entire Request for Bids, with required forms completed, according to the instructions detailed in the Notice To Bidders.

Note: The Agreement included with this bid document does not need to be filled-in as part of bid submission.

BID CHECKLIST

___ Non Collusion Declaration
___ Pricing Proposal (Signed)
___ Sample Invoice
___ Piggyback Clause
___ Questionnaire (Signed)
___ Certification INCLUDING ACKNOWLEDGEMENT OF ADDENDA

Simi Valley USD – Transportation Facility

