

CITY OF MANHATTAN BEACH

REQUEST FOR PROPOSAL

RFP No. 1302-23

BULK FUEL

RELEASE DATE: March 21, 2023



Dru Leonard

Purchasing Analyst

(310) 802-5569

DEADLINE FOR QUESTIONS: March 30, 2023

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/citymb>

1. **LEGAL NOTICE**

1.1. Request for Proposal

PROPOSAL NUMBER: 1302-23

PROPOSAL TITLE: Bulk Fuel

REQUESTING DEPARTMENT: Public Works

RELEASE DATE: Tuesday, March 21, 2023

DUE DATE: Thursday, April 13, 2023 at 3:00 pm PST

Notice is hereby given that proposals will be received via the City's e-Procurement Portal, Procurenow (<https://secure.procurenow.com/portal/citymb>).

Sealed proposals must be submitted via the City's e-Procurement Portal. Proposals will be received until 3:00 pm PST on Thursday, April 13, 2023.

Proposals will be evaluated for compliance with specifications and subsequent recommendation to the City Council for award of bid or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Proposals received after the deadline will not be accepted. Faxed or emailed proposals are not acceptable.

Please direct any inquiries regarding this RFP through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Thursday, March 30, 2023 by 12:00 pm.

Dated: Tuesday, March 21, 2023

Dru Leonard, Purchasing Analyst

2. INTRODUCTION

2.1. Summary

The City of Manhattan Beach, CA, (The City) is interested in receiving bids for bulk gasoline and biodiesel motor fuel on an as required basis. All fuel products shall comply with local, state (CARB) and federal rules, regulations, specifications, codes and requirements. The Contractor shall be responsible for all elements of product delivery including vehicle operation, safety and maintenance, environmental protection, and training or certification of delivery personnel as appropriate.

2.2. Contact Information

Dru Leonard

Purchasing Analyst

3621 Bell Ave.

Manhattan Beach, CA 90266

Email: dleonard@citymb.info

Phone: [\(310\) 802-5569](tel:(310)802-5569)

Department:

Public Works

2.3. Timeline

Release Project Date	March 21, 2023
Question Submission Deadline	March 30, 2023, 12:00pm
Proposal Submission Deadline/Opening	April 13, 2023, 3:00pm City's e-Procurement Portal, OpenGov (https://secure.procurenow.com/portal/citymb)

3. INSTRUCTION TO PROPOSERS

3.1. Submittal of Proposals

All Proposals must be submitted via the City's e-Procurement Portal, [ProcureNow](#).

3.2. Questions

All questions related to this RFP shall be submitted in writing through the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Thursday, March 30, 2023 by 12:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

Proposers shall create a FREE account with OpenGov by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to <https://secure.procurenow.com/portal/citymb>, click on "Submit Response", and follow the instructions to submit the electronic proposal.

3.3. Addenda

The City may, from time to time, issue Addenda to the Contract Documents. Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons on record as following this RFP. Failure of any bidder to receive any such addenda or interpretation shall not relieve such proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

3.4. Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Proposer" "Vendor," "Supplier," or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

3.5. Proposal Withdrawal

Proposals may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in ProcureNow. A proposal may be withdrawn without prejudice with the responding firm being able to submit another proposal at any time up to the deadline for submitting proposals prior to the proposal opening. Proposals must remain valid and shall not be subject to withdrawal for 90 Days after the Proposal opening date.

3.6. Filing Date

All proposals must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Agent for the City of Manhattan Beach (310) 802- 5567.

3.7. The Contract

The Proposer to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the Notice Inviting Proposals, the vendor Proposal, and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of City and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

3.8. Reservations

The City Council reserves the right to reject any and all proposals received; to take all proposals under advisement for up to 90 days after opening; to waive any informality on any proposal; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject proposals that are not accompanied by the requested information.

3.9. Proposal Form

- No telephone or facsimile proposals will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Proposerr and include the Proposer's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- Blank spaces in the Proposal must be properly filled in using ink or typewriter.
- The phraseology of the proposer must not be altered in any way.
- Proposals are subject to acceptance by the City for a period of 90 days, unless a different period is prescribed in the Proposal by the proposer.
- Proposers are invited to attend the proposal opening at the date and time City advised above.
- Proposal results are available by calling the office of the Purchasing Agent at (310) 802-5569.

4. SCOPE OF WORK

4.1. General

The City of Manhattan Beach, CA, (The City) is interested in receiving bids for bulk gasoline and biodiesel motor fuel on an as required basis. All fuel products shall comply with local, state (CARB) and federal rules, regulations, specifications, codes and requirements. The Contractor shall be responsible for all elements of product delivery including vehicle operation, safety and maintenance, environmental protection, and training or certification of delivery personnel as appropriate.

The City is committed to support alternative fuel products when such products meet: (1) EPA minimum requirements; (2) are fully endorsed for use by auto manufacturers, and; (3) prices are competitive in relationship to non-alternative fuels, particularly diesel. As such, the City has opted to use B10 biodiesel fuel for its current diesel-powered vehicles. Consequently, other types will not be considered at this time.

4.2. Estimated Fuel Quantities

The City's vehicle fleet consumes approximately 120,000 gallons annually of unleaded gasoline and diesel fuel. Fuel orders of approximately 8,000 gallons of gasoline and diesel (in aggregate) are placed by the City once a month to a single drop point in underground tanks. Tank sizes and fill requirements are as indicated below. All fuel quantities listed are based on actual past use, but this in no way guarantees that these amounts will be purchased by the City, or that these quantities will be exceeded.

Item	Fuel Type	Tank Type	Capacity (Gallons)	Estimated Annual Usage (Gallons)
1	87-octane unleaded gasoline	Underground	10,000	53,000
2	89-octane unleaded gasoline	Underground	10,000	46,000
3	CARB B10 Biodiesel	Underground	3,000	21,000

Any contract resulting from this Request for Proposal (RFP) will be awarded on an all or nothing basis. This RFP shall be the basis for establishing a contract as well as a purchase order for fuel products as needed during the period and renewal options specified.

4.3. Financial

Vendors not owning refineries must have lines of credit with refineries or financial institutions, or letters of credit from financial institutions. The credit must cover the anticipated time delay between delivery of product and payment by the City.

4.4. Source Guarantee

Vendors not owning refineries must have contracts or written irrevocable commitments to contracts with refiners which are capable of supplying products which meet fuel specifications in the quantities listed herein. Contracts or commitments must guarantee supply in the required amounts for the term of the contract.

4.5. Specifications

Gasoline shall meet the performance requirements described in the most current American Society for Testing and Materials (ASTM) standards for automotive spark-ignition fuel, and shall be Reformulated Gasoline (RFG) as required by the U.S. Clean Air Act and the California Air Resources Board (CARB) Reformulated gasoline (CaRFG) program, as well as for biodiesel fuel.

A. Fuels shall be identified as follows:

- 1) Regular Unleaded, 87-Octane*
- 2) Mid-Grade Unleaded, 89-Octane*
- 3) Clear CARB B10 Biodiesel, 45-Cetane Rating minimum

*The octane ratings are exclusive of any additives and are subject to the following specifications:

B. Gasoline characteristics:

- 1) Octane Rating shall be determined using (R+M)/2 methods
- 2) All fuels shall be blended for climatic conditions and local requirements (i.e. summer/winter blends).
- 3) Gasoline fuel shall have a maximum shelf life of one (1) year. All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

C. B10 Biodiesel: Biodiesel fuel shall consist of clear CARB diesel combined with ten (10) percent virgin oil feedstock with a minimum Cetane rating of 45, and must meet ASTM specification for pure biodiesel (ASTM D 6751) before blending with petro diesel. The B10 blend shall meet properties for ASTM D975, Standard Specification for Diesel Fuel Oils or the ASTM specification.

4.6. Requirements

Bulk Fuel: The contractor(s) shall provide bulk gasoline, biodiesel and other fuels on an as needed basis

Deliveries: All fuel orders shall be delivered within twenty-four (24) hours from the date of order. The Contractor shall be notified by telephone or email for fuel order requirements.

The Contractor shall be responsible for all elements of product delivery including vehicle operation, safety and maintenance, environmental protection, and training or certification of delivery personnel as appropriate.

The facility has vaulted underground tanks equipped with a vapor return system. The Contractor must provide a vapor recovery hose. Tanks shall be filled to no more than ninety (90) percent capacity.

Deliveries shall be made to the following location:

City of Manhattan Beach

Public Works Department – City Yard

3621 Bell Ave.

Manhattan Beach, CA 90266

All fuel deliveries must be accompanied by a drop tag stating tank size, reading, quantity delivered, and signature of delivering driver. Driver shall obtain a signature for each fuel drop from the City's fleet maintenance supervisor or a City representative at the fuel drop location.

Spillage: The Contractor, at their expense, shall adhere to all applicable EPA regulations concerning fuel spills and shall be responsible for payment of all required remediation for any spillage.

4.7. Quality Control

At the City's option and vendor's expense, all fuels supplied by the contractor shall be subject to periodic check by an independent lab (chosen by the purchaser) to determine if the materials comply with contract specifications. In the event the fuel does not meet specification, the contractor may be required to remove the fuel at contractor expense, or the City may opt to accept the fuel at the contract rate for that grade of fuel delivered, less a 10% penalty, at the purchaser's discretion. Repeated deliveries of substandard fuels shall be reason for contract cancellation. The City reserves the right to request a two-quart sample of any fuels from the tanker delivering the fuel to the purchaser's location.

4.8. Vendor's Responsibility

A. Vendor shall be responsible for any damages or citations which may be incurred as a result of any spills. In addition, the City reserves the right to cancel the contract of a vendor or carrier, who, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who, under any circumstances, causes a spill while delivering.

B. It is the vendor's responsibility to have the delivering driver measure each tank with a fuel gauge stick. The readings shall be taken prior to and after unloading the fuel into the tanks and will be recorded on the delivery ticket.

C. The vendor shall have title to and bear all risk, loss, or damage to the fuels until they are delivered and placed into the storage tanks in conformity with this agreement and at the FOB point specified by the City. Vendor's title shall cease once delivery has been completed according to this agreement. Passing of title shall not constitute acceptance of the materials by the purchaser.

D. All delivery tickets shall clearly indicate fuel tank levels before and after delivery. The Contractor shall not fill tanks beyond 90% of their capacity on standard deliveries.

4.9. Pricing Mechanism

A. The price adjustor quoted shall include freight charges but shall not include taxes and fees. All taxes and fees shall be itemized separately on the invoice. The price adjustor shall be on a fixed margin above or below the OPIS Daily Contract Average price (with CARB) for combined (branded/unbranded fuel) in effect on the date of delivery, as reported by Oil Price Information Service (OPIS), in cents, to a maximum of four decimal places. (Example: -\$0.0215/gallon; or +\$0.215/gallon).

B. With regards to pricing for CARB B10, biodiesel fuel, the City understands that the Los Angeles terminal does not report on OPIS; therefore pricing should be based on OPIS ULSD rate. All costs associated with blending B10 biodiesel fuel must be included in the price adjustor.

C. The Price Adjustor shall remain firm for the entire contract period.

D. The following terms and conditions shall apply to the price adjustment calculation:

1. All deliveries of fuel shall be F.O.B. destination and shall be prepaid by the vendor. Collect shipments will not be accepted.
2. The successful bidder shall provide proof of OPIS pricing with each invoice to substantiate the net cost per gallon.

4.10. Invoices and Payments

Invoices shall include proof of the OPIS pricing in effect at the time of delivery to substantiate the net cost per gallon to the City. All invoices must clearly state type of fuel, contracted price, and applicable taxes. The City of Manhattan Beach is exempt from Federal excise tax, and all invoices shall exclude this tax. It is the successful bidder's responsibility to provide any necessary exemption certificates to the City for completion prior to contract award, as well as annual exemption certificates.

Invoices and proof of net pricing shall be mailed to the City of Manhattan Beach, Attn: Fleet Maintenance Supervisor, 3621 Bell Avenue, Manhattan Beach, CA 90266 or by email at: invoices@manhattanbeach.gov. The City will effect payment by check within 30 days after receipt of a properly prepared invoice.

4.11. Licenses

The successful vendor must hold all required licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall be responsible for all fees resulting there from.

5. EVALUATION PROCESS

5.1. Evaluation Process Overview

Vendors will be evaluated based on the criteria provided in the solicitation document.

5.2. Cost Liability

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

6. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Contractor's Qualifications and Experience	Points Based	30 <i>(30% of Total)</i>
2.	Availability of trained staff	Points Based	25 <i>(25% of Total)</i>
3.	References These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.	Points Based	25 <i>(25% of Total)</i>
4.	Cost	Points Based	20 <i>(20% of Total)</i>

7. TERMS OF CONTRACT

7.1. Term of Contract

The term of this Contract shall be for a period of three (3) year(s), beginning from the Effective Date, unless sooner terminated and has the possibility of two (2) additional one (1) year renewals.

8. TERMS AND CONDITIONS

8.1. Cost Liability

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

8.2. General Conditions

The City will not reimburse respondents to this Invitation to Bid for any costs incurred in the preparation and submittal of the proposal. Further, the request does not obligate the City of Manhattan Beach to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected Contractor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

8.3. Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

8.4. Payments and Invoicing

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City. The City will not remit payment without an invoice.

Vendor can send invoices to invoices@citymb.info or mail to:

City of Manhattan Beach
Attn: Accounts Payable
1400 Highland Ave.
Manhattan Beach, CA 90266

Invoice shall be submitted on standard company forms on a monthly basis (if applicable) and shall contain the following information: (1) invoice number, (2) invoice date, (3) invoice period, (4) a brief description of work including location, (5) the purchase order or contract number, (6) total amount requested, (7) contractors tax ID number, (8) packing slip, and (9) if applicable, City contact name.

Payment will be made after invoice approval by the Contract Administrator, subject to the routine processing requirements of the City. Questions regarding the payment process can be emailed to invoices@citymb.info.

8.5. Delivery

All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

8.6. Packing and Shipping

All deliveries must be shipped F.O.B. destination. Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

8.7. Authorized Distributor/Dealer

Any successful bidder must be an Authorized Distributor/Dealer for the product offered. The City reserves the right to request documentation at any time.

All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the goods shall remain with the vendor until delivered to and accepted by the City. The City may reject any goods that do not conform to the terms and conditions. Any goods rejected may be returned to the vendor at their risk and expense.

8.8. Manufacturer's Warranty

Bids shall be accompanied by a copy or description of the manufacturer's warranty for the item(s) proposed. The description shall include the length and scope of the warranty, and will be evaluated as a factor in award of bid.

8.9. Business License

The successful Contractor will not be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

8.10. Licenses

Contractor shall be responsible for all licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall pay all fees resulting there from.

8.11. Government Regulations

The bidder shall comply with all Federal, State, City, and local regulations/laws pertaining to the Bulk Fuel.

8.12. Errors/Omissions

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

8.13. Force Majeure

The vendor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- A. When such performance is prevented by operation of law.
- B. When such performance is prevented by an irresistible superhuman cause.
- C. When such performance is prevented by an act of the public enemies of the United States of America, or the City of Manhattan Beach, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.
- D. When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
 1. Appropriation of use thereof by the Federal Government or,
 2. Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this bid and any changes in the conditions herein will cause the bid to be rejected.

8.14. Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the City, at its option, may terminate or cancel the contract, and at the expense of the Contractor, complete the contract with an alternate Contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

8.15. Conflict of Interest

It shall be the duty of the Contractor to comply with all applicable and City and federal laws relating to the prohibited conflicts of interest. As part of its response to the RFP, the Contractor shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve calendar months immediately preceding and including, the date the Contractor's response to the RFP is filed. In addition, the Contractor shall disclose in writing, any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contacts for the project. The Contractor shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of the contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

8.16. Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

8.17. Department Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, Contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

8.18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the City certification, such prospective participant shall attach an explanation to this bid.

8.19. Protest Procedures

The City will accord all prospective vendors fair and equal consideration in the solicitation and award of contracts. Any bidder or proposer may protest the solicitation process (10 working days prior to bid opening), the amendment (10 working days prior to bid opening or 5 working days after amendment issuance, whichever is later), or evaluation process (5 calendar days after notification of award or publicly posted); however, protests must be filed in writing within the above time frames. Protests must include name, address, telephone number and email address of the protester and/or the person representing the protesting party. The protest must provide in detail, all grounds for the protest including all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest. Any protest not conforming to these requirements may be rejected as invalid. Additional information from the protester may be requested by the Department Director or designee.

Protests will be considered and either sustained or denied, in part or in whole, by the Department

Director or designee. When sustained, the awarding authority may, based on the evidence presented reject all bids and order a re-solicitation or recommend an alternate award. Once a protest has been filed, no solicitation shall be awarded until a final determination on the protest has been issued. Protests not meeting the above time frames shall be considered untimely and may be denied on that basis.

A protest decision should ordinarily be written and published within 10 working days of protest receipt. However, the response period may be extended if additional time is required to evaluate information pertinent to the protest.

Decisions of the Department Director or designee may be appealed to the City Manager, or designee, by the protester within 5 working days after the decision is issued to the protester. The City Manager's decision, generally within 15 working days, shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

8.20. Contract

No agreement shall be binding upon the City until a Contract is completely executed by the Contractor, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contact offer.

8.21. Contract Termination

The City of Manhattan Beach may terminate without cause at any time. The Contractor may cancel the contract upon 30 days written notice

8.22. Termination for Default

The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress or fail to remedy discrepancies within the time set forth in any Cure Letter sent to the Contractor by the Purchasing Manager. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided under this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

8.23. Termination for Convenience

The City may - by written notice stating the extent and effective date - terminate any resulting contract for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the services or pro-rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination not otherwise recoverable from other sources by the Contractor as approved by the City. With respect to the undelivered or unacceptable portion of the Agreement, the amount of compensation shall in no event exceed the total price of the services rendered. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order

8.24. Contract Extension to Other Cities/Agencies

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Manhattan Beach, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

8.25. Disqualification

Incomplete submissions may result in disqualification.

9. VENDOR QUESTIONNAIRE

9.1. Authorized Person(s)*

Please upload a document containing the following information for each person(s) authorized to submit a response on behalf of your organization:

Name

Title

Phone Number

Email Address

In addition, please upload your corporate seal and signature here.

*Response required

9.2. Type of Business*

Please provide how your business is categorized.

*Response required

9.3. Type your Legal Company Name here*

Please enter your Legal Company Name in the associated link and attach a copy showing "Active" status. This will be verified against the State's database.

*Response required

9.4. Federal Debarment*

Is your company on the Federal debarment list?

Yes

No

*Response required

9.5. Federal Debarment Document

Please upload your Federal Debarment document. This can be found at

<https://sam.gov/content/exclusions/federal>

9.6. Understanding Scope of Work *

Please upload all documents pertaining to understanding the scope of work for this project.

*Response required

9.7. Firm's Qualifications and Experience*

Please upload all documents pertaining to the firm's qualifications and experience.

*Response required

9.8. Qualifications, Experience, and Availability of Proposed Staff*

Please upload all documents pertaining to the qualifications, experience, and availability of trained staff.

*Response required

9.9. Proposed Methodology for Completing the Scope of Work*

Please upload all documents pertaining to the proposed methodology for completing the scope of work.

*Response required

9.10. Cost*

Please upload all costs pertaining to the proposed scope of work. Utilize the Bulk Fuel Cost Proposal as your template which can be found in the attachment section of this RFP.

*Response required

9.11. Sample Agreement*

Please confirm you have reviewed the attached sample agreement.

- Yes
- No

*Response required

9.12. W-9*

Please upload your W-9 document here.

*Response required

9.13. Availability of Insurance Documents*

If awarded the contract, contractor agrees to provide the required insurance documents per the sample agreement within 72 hours of award.

- Yes
- No

*Response required