



**CONTRACT 23147-M  
FOR  
FURNISHING AND DELIVERY OF UNLEADED GASOLINE**

This CONTRACT (Contract) is made and entered into as of \_\_\_\_\_, by and between the **SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)**, a public transit district and **PINNACLE PETROLEUM, INC.** (Contractor), a California limited liability company (collectively referred to as "the Parties").

WHEREAS, RTD desires to contract with a firm for the furnishing and delivery of unleaded gasoline; and

WHEREAS, under Federal and California law, RTD is permitted to participate in cooperative purchasing contracts, provided such contracts are consistent with RTD's procurement requirements and policies; and

WHEREAS, on March 2, 2023 the State of California Department of General Services (DGS) and Contractor entered into an agreement for Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2 (DGS Master Contract 1-23-91-02B) ; and

WHEREAS, DGS Master Contract 1-23-91-02B enables eligible participants to purchase unleaded gasoline as set forth in the agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of the documents listed below, which are attached to and incorporated into this Contract:

- A. This Contract
- B. Exhibit A, DGS Master Contract 1-23-91-02B
- C. Exhibit B, RTD Insurance Requirements

In the event of a conflict between or among the terms of the Contract documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

**2. INCORPORATION OF DGS CONTRACT**

Except as stated herein, the terms and conditions of the DGS Master Contract 1-23-91-02B, as amended, including all attachments, bid forms, certifications and assurances, Contractor's bid response, and amendments to the DGS Master Contract 1-23-91-02B, are designated as **Exhibit A** to this Contract and are incorporated herein by this reference.



For the purposes of this Contract, all references in **Exhibit A** to the State of California, Local Governmental Agencies or ordering agencies shall mean RTD. All other references to the Contractor shall mean the Contractor, or Pinnacle Petroleum, Inc.

All references to the State Contract Administrator shall mean RTD's Procurement Department. Nothing herein alters references to the DGS as the administrator of the cooperative procurement.

### **3. SCOPE OF SERVICES**

Contractor will provide the services set forth in **Exhibit A** in accordance with the terms and conditions of this Contract.

Contractor is responsible for performing all work necessary to complete, in a manner satisfactory to RTD, the work described in this Contract, and in properly approved amendments to this Contract. In the performance of its work, Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in furnishing and delivering unleaded fuel; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

### **4. CONTRACT TERM;**

The term of this Contract will be for **three (3) years** commencing on **May 1, 2023** and ending on **May 1, 2026**, unless terminated earlier by RTD. Contractor will furnish RTD with all the materials, equipment and services called for under this Contract, and perform all other work, if any, described in the solicitation documents.

RTD reserves the right, in its sole discretion, to exercise up to **two (2) one-year** option terms to extend the Contract, pursuant to the terms of this Contract. If RTD determines to exercise the option terms, RTD will give Contractor at least thirty (30) days' written notice of its determination or exercise the option term(s) through a contract amendment.

Contractor will commence performance of this Contract immediately following receipt of a Notice to Proceed from RTD. Contractor may not commence performance of any project or phase of this Contract until it receives a duly executed Notice to Proceed from RTD.

### **5. DELIVERY AND ACCEPTANCE**

A. The Contractor will deliver the fuel ordered by RTD to the following location:

RTD Regional Transit Center (RTC)  
2849 E. Myrtle Street  
Stockton, CA 95205



- B. Hours of delivery shall be between 8:00 A.M. to 4:00 P.M. Pacific Time, Monday through Friday, excluding holidays.

## 6. **REPRESENTATIVES.**

It is understood and agreed by the parties that at all times during the term of this Contract that **Kristen Tavares**, Contract Manager, at [ktavares@pinnaclepetroleum.com](mailto:ktavares@pinnaclepetroleum.com) shall serve as the primary staff person of Contractor to undertake, render, and oversee all of the services under this Contract. Upon written notice by the Contractor and approval by RTD, which will not be unreasonably withheld, the Contractor may substitute this person with another person, who shall possess similar qualifications and experience for this position.

## 7. **COMPENSATION, INVOICING and PAYMENT**

### A. Compensation

The Contractor agrees to provide fuel and fuel services at the rates set forth in **Section 7** and **Attachment A** of **Exhibit A**, up to a total not to exceed Contract amount of **THREE MILLION FIVE HUNDRED THOUSAND (\$3,500,000.00)**. Rates include all labor, materials, taxes, overhead, insurance, travel expenses, employee benefits, profits, and other costs and expenses incurred by the Contractor. The Parties agree that there is no guaranteed amount of compensation under this Agreement, and that RTD may award additional non-exclusive agreements for fuel and fuel services, in the event the Contractor fails to perform.

### B. Invoicing

In addition to the terms in **Section 24** of **Exhibit A**, the Parties agree as follows:

Contractor will submit invoices via email in PDF format to:

[RTD-AccountsPayable@sjRTD.com](mailto:RTD-AccountsPayable@sjRTD.com)

### C. Payment

RTD will pay approved invoices within thirty (30) days after receipt by RTD. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.

## 8. **NOTICES**

- A. All communications relating to the day-to-day performance of the Services will be exchanged between RTD's **Stephennie Link**, Procurement Sr. Specialist, at [slink@sjrtd.com](mailto:slink@sjrtd.com), or designee, and Contractor's **Kristen Tavares**, Contract Manager, at [ktavares@pinnaclepetroleum.com](mailto:ktavares@pinnaclepetroleum.com).



- B. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party must be in writing and must be given by personal delivery to a party's authorized representative, by email at the addresses following the signature lines at the end of the Contract, or certified mail, postage prepaid, delivered to the addresses following the signature lines at the end of the Contract.

**9. RESPONSIBILITY; INDEMNIFICATION**

The Parties agree that references to the "State" or the State of California in **Sections 7, 8, 28 and 36** of the General Provisions—Non-information Technology Goods of **Exhibit A** mean RTD and its directors, officers, agents and employees.

**10. INSURANCE REQUIREMENTS**

Contractor agrees to maintain insurance coverage as stated in **Exhibit B**, RTD's Insurance Requirements.

**11. CONFLICTS OF INTEREST**

A. General

Depending on the nature of the work performed, a Contractor of RTD may be subject to the same conflict of interest prohibitions established by the California law that govern RTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, Contractor and its employees may be required to disclose financial interests.

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under RTD's Conflict of Interest Code. Upon receipt, the Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by RTD.

No person previously in the position of Director, Officer, employee or agent of RTD during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the Contractor by making any formal or informal appearance, or any oral or written communication, before RTD, or any Officer or employee of RTD, for a period of one (1) year after leaving office or employment with RTD if the appearance or



communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**B. Organizational Conflicts of Interest**

Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RTD; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

Contractor shall not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor immediately shall provide RTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, RTD becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, RTD shall similarly notify Contractor.

In the event a conflict is presented, whether disclosed by Contractor or discovered by RTD, RTD will consider the conflict presented and any alternatives proposed and meet with the Contractor to determine an appropriate course of action. RTD's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, Contractor must maintain lists of its employees, and the subconsultants and independent consultants used and their employees. Contractor must provide this information to RTD upon request. However, submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist. Contractor shall retain this record for five (5) years after RTD makes final payment under this Agreement. Such lists may be published as part of future RTD solicitations.

Contractor shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. Contractor shall monitor and enforce these policies and shall require any



subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the Contractor to damages incurred by RTD in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Agreement for breach.

## **12. CLAIMS OR DISPUTES**

In addition to the terms in **Section 6 of Exhibit A** and **Section 38** of the General Provisions—Non-information Technology Goods of **Exhibit A**, the Parties agree as follows:

The Contractor will be solely responsible for providing timely written notice to RTD of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is RTD's intent to investigate and attempt to resolve any Contractor claims before the Contractor has performed any disputed work. Therefore, Contractor's failure to provide timely notice will constitute a waiver of Contractor's claims for additional compensation and/or time.

The Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RTD due written notice of a potential claim. The potential claim will set forth the reasons for which the Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RTD, such notice will be given to RTD prior to the time that the Contractor has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by RTD and will be governed by all applicable provisions of the Agreement. The Contractor will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the Contractor claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the Contractor claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **13. RTD WARRANTIES.**

RTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Contract.



**14. NON-DISCRIMINATION ASSURANCE.**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate.

**15. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Contract or to determine the rights of the Parties under this Contract, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

**16. NO THIRD-PARTY BENEFICIARIES**

This Contract is not for the benefit of any person or entity other than the Parties.

**17. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Contract will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

**18. ENTIRE AGREEMENT; MODIFICATION**

This Contract, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the Contractor and RTD.

**SIGNATURES APPEAR ON THE NEXT PAGE**



IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

**San Joaquin Regional Transit District**

421 East Weber Avenue  
Stockton, CA 95202  
Phone: (209) 943-1111  
Email: [rtd-procurement@sjrtd.com](mailto:rtd-procurement@sjrtd.com)

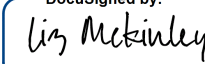
**Pinnacle Petroleum, Inc.**

16651 Gemini Lane  
Huntington Beach, CA 92647  
Phone: (714) 841-8877  
Email: [lmckinley@pinnaclepetroleum.com](mailto:lmckinley@pinnaclepetroleum.com)

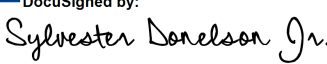
Date Executed: \_\_\_\_\_

Date Executed: 4/13/2023

By: \_\_\_\_\_  
ALEX CLIFFORD  
Chief Executive Officer

DocuSigned by:  
  
By: \_\_\_\_\_  
Liz McKinley  
President/Owner

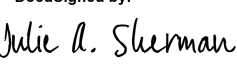
**PROCUREMENT APPROVAL:**

DocuSigned by:  
  
\_\_\_\_\_  
SYLVESTER DONELSON JR.  
Director of Procurement

By: \_\_\_\_\_  
Name  
Title

\*Note: If Contractor is a Corporation, this Contract must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:  
(1) the President, Vice President, or Chair of the Board; and  
(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
Julie A. Sherman  
General Counsel

In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If Contractor is a limited liability company (LLC), the Contract must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to RTD indicating the individual’s authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operation agreement.





Department of General Services  
 Procurement Division  
 707 Third Street, 2<sup>nd</sup> Floor  
 West Sacramento, CA 95605-2811

State of California  
**STATEWIDE CONTRACT**  
**USER INSTRUCTIONS**  
 MANDATORY

ISSUE AND EFFECTIVE DATE: 3/2/2023

CONTRACT NUMBER: 1-23-91-02B

DESCRIPTION: Bulk Fuel – Regular Unleaded  
 Gasoline, Ethanol (E85), Diesel #2 Ultra  
 Low Sulfur, and Red Dyed Diesel #2  
 Ultra Low Sulfur

SUPER DISTRICTS: B – Districts 3 & 4  
 C – Districts 6 & 10  
 E – Districts 8 & 9  
 F – Districts 11 & 12

CONTRACTOR: Pinnacle Petroleum

CONTRACT TERM: 3/2/2023 through 3/1/2026

STATE CONTRACT ADMINISTRATOR: Amanda Lewis  
 (279) 946-7876

[Amanda.Lewis@dgs.ca.gov](mailto:Amanda.Lewis@dgs.ca.gov)

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

**ORDER PLACEMENT INFORMATION**

<p><b>Mailing Address:</b>          Pinnacle Petroleum Inc.          16651 Gemini Lane          Huntington Beach, Ca.          92647</p>	<p><b>Fax/Email:</b>          Fax: (714) 841-8855          Email:  <a href="mailto:dispatch@pinnaclepetroleum.com">dispatch@pinnaclepetroleum.com</a></p>	<p><b>Contact Information:</b>          Pinnacle Petroleum Inc.          Liz McKinley            Phone: (714) 841-8877          Email:  <a href="mailto:lmckinley@pinnaclepetroleum.com">lmckinley@pinnaclepetroleum.com</a></p>
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STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

**Contract (Mandatory) 1-23-91-02B**  
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All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description	Date
N/A	Original Contract Posted	3/2/2023

All other terms and conditions remain the same.

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## 1. SCOPE

The State's contract with Pinnacle Petroleum, Inc. (Contractor) provides Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2 at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-23-91-02B. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2 to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

## 2. CONTRACT USAGE/RULES

### A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

### B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

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- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Ordering Agencies

Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

**3. DGS ADMINISTRATIVE FEES**

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency’s purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

**4. SB/DVBE OFF-RAMP PROVISION**

There is no SB/DVBE off ramp associated with this contract.

**5. EXEMPT PURCHASES**

There are no exempt purchases associated with this contract.

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely

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manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

**7. CONTRACT ITEMS**

All available contract line items are listed on Attachment A – Contract Pricing (and Additional/Special Charges information for Super Districts B, C, E, and F.

The State will use the Oil Price Information Service (OPIS) to determine Region Base Market Price (RBMP), the CAR Cost Fee (Cap-At-The-Rack), and the LCFS Cost Fee (Low Carbon Fuel Standard). There are a total of six (6) Super Districts represented by the RBMP, CAR Cost Fee, and LCFS Cost Fee for Unleaded Regular Gasoline, Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur. The six (6) Super Districts are identified as Eureka, Sacramento, Fresno, Los Angeles, Barstow, and San Diego.

For the base price of Ethanol (E85) Fuel, the State will use the weekly price quoted in the OPIS Ethanol & Biodiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.

For purposes of this contract, the following racks will be used for the RBMP, CAR Cost Fee, LCFS Cost Fee, and E85 base price for the counties included in Super Districts B, C, E, and F:

Super District	Caltrans District Combined	Market Base OPIS (Unleaded, Diesel #2, Diesel #2 with Red Dye)	Market Base E-85	Counties
B	3 and 4	Sacramento	West Coast	Alameda, Butte, Colusa, Contra Costa, El Dorado, Glenn, Marin, Napa, Nevada, Placer, San Francisco, San Mateo, Santa Clara, Sierra, Solano, Sonoma, Sacramento, Sutter, Yolo, Yuba
C	6 and 10	Fresno	West Coast	Alpine, Amador, Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, Tulare, Alpine, San Joaquin, Stanislaus, Tuolumne
E	8 and 9	Barstow	West Coast	Inyo, Mono, Riverside, San Bernardino,
F	11 and 12	San Diego	West Coast	Imperial, Orange, San Diego

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If an OPIS publication is modified, the State reserves the right to re-establish the base price calculation method or cancel all or part of the contract without prejudice against any party to the contract.

RBMP, CAR Cost Fee, LCFS Cost Fee, and E85 base price will be based on OPIS data and will be posted daily by DGS-PD.

Cost Structure

Contract Composite Price for each fuel type shall be calculated according to the following table:

FUEL TYPE	OPIS INDEX	CONTRACT COMPOSITE PRICE
Unleaded Regular Gasoline	"Time of Delivery" "Rack Average" OPIS GROSS CARFG ETHANOL (10.0%).	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Diesel #2 Ultra Low Sulfur	Daily OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** RACK AVERAGE.	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Red Dyed Diesel Ultra Low Sulfur	OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** Rack AVERAGE plus (\$0.01/gal).	RBMP + CAR Cost fee + LCFS Cost fee + Differential + .01 per gallon = Composite Price
Ethanol (E85)	OPIS Ethanol & BioDiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.	RMBP + Differential = Composite Price

**Differentials:**

All Differential prices quoted shall be:

- Exempt from: Federal Excise Tax
- Exclusive of: State Sales Tax, Local Sales Tax, California Motor Vehicle Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Trust Fund Tax, CAR cost fee, LCFS cost fee, AB 32 Fees.

These taxes and fees shall be listed separately on invoices and shall not be a component of the differential price. Any and all charges, levies, and/or fees not listed above shall be a component of the differential price.

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**8. PUBLICATION POSTING**

The DGS-PD tracks and monitors fuel charges. The DGS-PD will prepare fuel charge documents and email to the Contractors and all end users of the contract daily the RBMP, CAR Cost Fees, and LCFS Cost Fees for all fuels.

The Contractor shall forward a copy of the DGS-PD Daily Fuel Post to all delivery locations that have been invoiced for payment to substantiate the accuracy of the base pricing on the invoice. To request the Daily Fuel Post, complete Attachment D – Fuel Rate Information Request Form and send to:

[Amanda.Lewis@dgs.ca.gov](mailto:Amanda.Lewis@dgs.ca.gov) or [Kao.Yang@dgs.ca.gov](mailto:Kao.Yang@dgs.ca.gov)

**9. SPECIFICATIONS**

All products on Attachment A, Contract Pricing, must meet or exceed the specifications in following specification attachment:

Attachment E – State of California Bid Specifications:

- Gasoline, Unleaded Regular, Bid Specification Number 9130-6166A, dated 7/18/2022
- Diesel Fuel, Type 2-D, Bid Specification Number 9130-6166B, dated 7/18/2022
- Ethanol (E85), Bid Specification Number 9130-6166C, dated 7/18/2022

**10. CUSTOMER SERVICE**

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Liz McKinley	(714) 841-8877	<a href="mailto:lmckinley@pinnaclepetroleum.com">lmckinley@pinnaclepetroleum.com</a>



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**11. PURCHASE EXECUTION**

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Tank Size\*
- Tank Fitting Type\*

\*Attachment B – Delivery Locations may not be the most up to date listing for tank size and tank fitting type. In order to ensure accurate Minimum Order calculation and appropriate equipment at the time of delivery, please list these items on the purchase order.

The Contractor shall not accept incomplete orders from ordering agencies.

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract are allowed. Ordering agencies issuing blanket purchase orders must adhere to the following guidelines:

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- a) The order does not cross into different Fiscal Years.
- b) The order is only used for items on the contract.
- c) The order does not exceed the contract period.
- d) All orders placed against the blanket purchase order must be in writing.
- e) When funds are exhausted a new order is issued.
- f) The order is issued only to one contract supplier.

**B. Local Governmental Agencies**

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

**12. MINIMUM ORDER**

Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. Orders for less than the minimum order quantity shall be delivered at the contract price plus a "Premium" of not more than ten cents (\$0.10) per gallon delivered. The contract allows for a two percent variance before the less than minimum fee applies. If the ordered amount meets the minimum order requirement but upon delivery the tank will not hold the minimum order quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.

Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against the contract.

**13. ORDERING PROCEDURE**

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

<b>ORDER PLACEMENT INFORMATION</b>		
U.S. Mail: Pinnacle Petroleum Inc. 16651 Gemini Lane Huntington Beach, Ca. 92647	Facsimile: (714)841-8855	Email: <a href="mailto:dispatch@pinnaclepetroleum.com">dispatch@pinnaclepetroleum.com</a>

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When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

**14. ORDER ACCEPTANCE**

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

Contractor has the option to reject orders from CALFIRE during fire season.

**15. ORDER RECEIPT ACKNOWLEDGEMENT**

The Contractor will provide ordering agencies with an email or facsimile Order Receipt Acknowledgement within two (2) working days of receipt of purchase document. The Order Receipt Acknowledgement shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Total Quantity of Fuel Ordered in Gallons
- Anticipated delivery date

**16. DELIVERY SCHEDULES**

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Delivery shall be made to the specified locations listed on Attachment B – Delivery Locations for Super Districts B, C, E, and F. All deliveries made in a tank wagon must be metered. Deliveries are to be made to the location specified on the individual purchase order. Deliveries to remote locations may, by mutual agreement between the receiving location and the Contractor, be delivered on a regularly scheduled “keep full” basis, with no additional charges to the State.

B. Add, Delete or Change Delivery Locations

To add, delete or change delivery location(s), submit Attachment C – Delivery Location Addition/Change Request Form directly to the State Contract Administrator.

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**C. Delivery Equipment**

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location, and for the quantity of fuel ordered. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components, such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable state personnel to verify quantities delivered. It is the responsibility of the Contractor to verify the proper connection and hose before the first delivery.

Contractor shall perform all deliveries to facilities in a safe and professional manor. Contractor's equipment shall be in good working order condition and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.

Many of the delivery locations are semi-remote and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances smaller than normal trucks may be required. A lack of familiarity with a delivery location will in no way relieve a contractor from their responsibility to fulfill the terms and conditions of the resulting contract.

**D. Schedule**

Delivery of ordered product shall be completed in full within three (3) working days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Acknowledgement.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

**E. Security Requirements**

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

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Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

**17. EMERGENCY/EXPEDITED ORDERS AND ADDITIONAL CHARGES**

A. Urgent Deliveries:

Contractor shall make urgent deliveries during regular working hours for minimum delivery requirements within two (2) working days ARO at NO ADDITIONAL COST to the State or local agencies. Urgent deliveries are not anticipated to occur often and should be kept to a minimum by the ordering State or local agencies.

B. Emergency Deliveries: Deliveries requested outside the regular working hours of 8:00 a.m. to 5:00 p.m. and State observed holidays shall be considered an emergency. Orders may be placed by telephone, followed by a purchase order sent to the Contractor by facsimile or US mail. Emergency delivery invoice must accompany the fuel invoice for payment of the emergency delivery fee. The emergency delivery charge shall not exceed \$120.00 per delivery. Emergency Delivery fees are not applicable to late deliveries that occur outside of regular working hours or holidays.

C. Demurrage Charge: During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck shall be admitted to the delivery site within five (5) minutes of arrival (excluding security requirements). If the Contractor attempts to deliver fuel to a delivery site and the Contractor's truck is detained beyond the five (5) minute grace period at the delivery site for reasons such as locked gates, unavailable receiving personnel, etc. caused by the ordering agency, the Contractor shall be entitled to Demurrage fee. Demurrage time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). The demurrage time invoice must accompany the fuel invoice for payment of the demurrage fee. The demurrage fee shall not exceed \$2.50 per minute and not exceed \$150.00 per delivery. Charges, if applicable, will be applied to the amount of time the Contractor's truck was detained minus the five (5) minute grace period and not including time for security requirements.

D. Trip Charge: During normal delivery hours of 8:00 a.m. to 5:00 p.m., the Contractor's truck, upon arrival, shall be admitted to the delivery site without delay. If the Contractor attempts to deliver fuel to a delivery site and is not admitted to the delivery site for reasons caused by the ordering agency the Contractor shall be paid a trip charge fee. Trip charge time shall be invoiced separately and supported by appropriate documentation (agreed upon delivery time, delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice for payment of trip charge fee. The trip charge shall not exceed \$250.00 per delivery.

E. Standing Time: The State shall be entitled to standing time for up to one (1) hour at no charge for the purposes of unloading. A maximum charge of \$1.00 per minute shall be assessed for standing time in which the carrier's equipment is detained through no fault of the carrier, in excess of the one free hour. Charged time shall be supported with the appropriate documents. For payment to be processed, the

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standing time billing must accompany, on a separate invoice, the fuel billing. Start time shall begin when the carrier is ready to hook-up to the fuel tank. Each time shall conclude when carrier disconnects or is finished loading fuel into the tank.

- F. Premium for Less Than Minimum Delivery: Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. The contract allows for a 2 percent variance before the fee applies. Deliveries for less than the minimum order quantity shall be delivered at the contract price plus a "PREMIUM" of not more than ten cents (\$0.10) per gallon delivered. For payment to be processed, the Less Than Minimum Delivery Fee billing must accompany, on a separate invoice, the fuel billing. Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against this contract. If ordered amount meets the minimum delivery requirement, but upon delivery, the tank will not hold the minimum delivery quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.
- G. Late Delivery (Charged to the Contractor): The parties to this agreement acknowledge that the ordering agency shall incur actual damages should the Contractor fail to deliver the fuel as specified in the contract delivery requirements. Late Delivery charges must be supported by appropriate documentation (delivery logs, contact names, etc.). It is agreed that the Contractor will pay the ordering agency twenty-five (\$0.25) cents per gallon per order for late delivery of fuel, and the ordering agency will make an adjustment to be reflected on the invoice. Normal delivery working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except State observed holidays. (The Late Delivery Fee is fixed at \$0.25 per gallon).
- H. Winterization: Winterization shall be available for purchase from the Contractor during the winter months which typically start the month of October through the month of April each contract year (may vary depending on location). The purchase of winterization shall be added to fuel authorized only by State of California Departments and participating local agencies at a maximum cost of five cents (\$0.05) per gallon.

**18. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

**19. BILL OF LADING**

Contractor shall provide a Bill of Lading (BOL) with each fuel delivery.

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**20. SAFETY DATA SHEET**

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

**21. CONTRACT ADMINISTRATION**

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

<b>Administrator Information</b>	<b>DGS-PD</b>	<b>Pinnacle Petroleum Inc.</b>
<b>Contact Name:</b>	Amanda Lewis	Liz McKinley
<b>Telephone:</b>	(279) 946-7876	(714) 841-8877
<b>Facsimile:</b>	NA	(714)841-8855
<b>Email:</b>	<a href="mailto:Amanda.Lewis@dgs.ca.gov">Amanda.Lewis@dgs.ca.gov</a>	<a href="mailto:lmckinley@pinnaclepetroleum.com">lmckinley@pinnaclepetroleum.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: AMANDA LEWIS 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Pinnacle Petroleum Inc. Attn: LIZ MCKINLEY 16651 Gemini Lane Huntington Beach CA 92647

**22. RANDOM SAMPLE COMPLIANCE REVIEW**

The State has the option of randomly sampling offered products from any order to ensure compliance to contract requirements. Any products failing random sample review will be replaced by the Contractor free of charge and re-evaluated by the State.

The State reserves the right to reject non-compliant fuel. If the test analysis of sampled fuel indicates non-compliance, the Contractor shall be responsible for all costs related to the test analysis, removal, and disposal of non-compliant fuel from affected site storage tanks. Contractor may also be liable for any equipment damaged as a result of non-compliant fuel.

**23. PRODUCT RECALL PROCEDURES**

The Contractor shall provide product recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

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**24. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address, and telephone number
- Contract Number
- Agency Order Number (Purchase Order Number)
- Line-Item Number
- Quantity purchased
- Contract Unit Price and Extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Invoice prices shall be itemized showing the RBMP, CAR Cost fee, LCFS Cost fee, the Differential, and Additional Charges, (region base market price + differential) per gallon, Extension Price, and appropriate taxes and fees.

Invoices and payments shall be for net metered gallons delivered. Contractor must charge the agency for net metered gallons delivered only. Contractor shall provide with invoice a copy of a receipt of gallons delivered. Additionally, a copy of the "Bill of Lading" from the fuel terminal shall accompany all invoices for all deliveries.

The Contractor must obtain prior approval from the DGS contract administrator before adding and/or modifying any new changes to the agency invoice.

**State Departments are Federal Excise Tax exempt.** DGS-PD will be responsible for furnishing all applicable exception certificates upon request from the Contractor. Local agencies shall be responsible for furnishing their own applicable exception certificates upon request from the contractor.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) or Purchase Order in FI\$Cal under this contract is proof of encumbered funds for that order.

**25. PAYMENT**

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.



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**B. CAL-Card Use**

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

**C. Payee Data Record**

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

**26. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

<b>Contractor Name</b>	<b>Seller Permit #</b>
Pinnacle Petroleum	99-661168

**27. RECYCLED CONTENT**

There is no recycled content associated with this contract.

**28. SB PARTICIPATION**

The Small Business (SB) certification and percentage for the Contractor and subcontractor are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

<b>Name</b>	<b>Prime or Subcontract or</b>	<b>OSDS Certification #</b>	<b>SB Percent (%)</b>
First Fuel	Subcontractor	2005329	25%

The Contractor will meet the contract SB participation percentages as follows:

State departments must identify subcontractors on individual purchase documents whenever subcontractors are used.

The Contractor has committed to SB participation at total statewide contract levels of 25 percent, respectively.

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### **Contract User Instructions**

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. As a result, when executing purchase documents pursuant to this contract it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern
- State department contact name, email, and phone number

State departments may request from the Contractor a monthly report providing the SB participation levels on purchase orders.

### **29. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATIONS**

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE subcontractors consistent with commitments identified in the table above.

### **30. ATTACHMENTS**

Attachment A – Contract Pricing  
Attachment B – Delivery Locations (Super Districts B, C , E, and F)  
Attachment C – Delivery Location Addition/Change Request Form  
Attachment D – Fuel Rate Information Request Form

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Attachment E – State of California Bid Specifications:

- Gasoline, Unleaded Regular, Bid Specification Number 9130-6166A, dated 7/18/2022
- Diesel Fuel, Type 2-D, Bid Specification Number 9130-6166B, dated 7/18/2022
- Ethanol (E85), Bid Specification Number 9130-6166C, dated 7/18/2022

**Statewide Contract 1-23-91-02B****Attachment A - Contract Pricing-Differentials, 3/2/2023**

Contractor: Pinnacle Petroleum

Contact Line Item # (CLIN)	Commodity Description	Unit of Measure	Quantity in Unit of Measure	Differential
<b>Super District B - Sacramento (Includes Districts 3 &amp; 4)</b>				
<b>4000 gallons or less</b>				
B101	Gasoline, Unleaded (87 Octane)	Gallon	1	-\$0.0679
B102	Diesel #2	Gallon	1	\$0.1202
B103	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.4329
B104	Ethanol E85	Gallon	1	\$0.0000
<b>4001 gallons or more</b>				
B105	Gasoline, Unleaded (87 Octane)	Gallon	1	-\$0.0279
B106	Diesel #2	Gallon	1	\$0.1702
B107	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.1855
B108	Ethanol E85	Gallon	1	-\$0.1000
<b>Super District C - Fresno (Includes Districts 6 &amp; 10)</b>				
<b>4000 gallons or less</b>				
C101	Gasoline, Unleaded (87 Octane)	Gallon	1	-\$0.0710
C102	Diesel #2	Gallon	1	\$0.0476
C103	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.0470
C104	Ethanol E85	Gallon	1	-\$0.1000
<b>4001 gallons or more</b>				
C105	Gasoline, Unleaded (87 Octane)	Gallon	1	-\$0.0100
C106	Diesel #2	Gallon	1	\$0.1176
C107	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.1839
C108	Ethanol E85	Gallon	1	-\$0.1000
<b>Super District E - Barstow (Includes Districts 8 &amp; 9)</b>				
<b>4000 gallons or less</b>				
E101	Gasoline, Unleaded (87 Octane)	Gallon	1	\$0.2199
E102	Diesel #2	Gallon	1	\$0.3600
E103	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.2000
E104	Ethanol E85	Gallon	1	\$0.2000
<b>4001 gallons or more</b>				
E105	Gasoline, Unleaded (87 Octane)	Gallon	1	-\$0.1139
E106	Diesel #2	Gallon	1	\$0.3600
E107	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.2000
E108	Ethanol E85	Gallon	1	\$0.2000
<b>Super District F - San Diego (Includes Districts 11 &amp; 12)</b>				
<b>4000 gallons or less</b>				
F101	Gasoline, Unleaded (87 Octane)	Gallon	1	-\$0.1159

Contact Line Item # (CLIN)	Commodity Description	Unit of Measure	Quantity in Unit of Measure	Differential
F102	Diesel #2	Gallon	1	\$0.5000
F103	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.9021
F104	Ethanol E85	Gallon	1	\$0.2000
<b>4001 gallons or more</b>				
F105	Gasoline, Unleaded (87 Octane)	Gallon	1	-\$0.0309
F106	Diesel #2	Gallon	1	\$0.5000
F107	Diesel #2 (Red Dyed, includes \$0.0100)	Gallon	1	\$0.9021
F108	Ethanol E85	Gallon	1	\$0.2000

End of Sheet

**Statewide Contract 1-23-91-02B**  
**Attachment A - Contract Pricing, Additional Charges 3/2/2023**

Contractor: Pinnacle Petroleum

Contact Line Item # (CLIN)	Commodity Description	Unit of Measure	Quantity in Unit of Measure	Contract Price
<b>Super District B - Sacramento (Includes Districts 3 &amp; 4)</b>				
<b>Additional Charges</b>				
B001	Emergency Delivery	Per Delivery	1	\$120.00
B002	Demurrage Charge	Per Minute	1	\$2.50
B003	Trip Charge	Per Delivery	1	\$250.00
B004	Standing Time (charge begins after 1 free hour)	Per Minute	1	\$1.00
B005	Premium for Less Than Minimum Delivery	Per Gallon	1	\$0.10
B006	Winterization	Per Gallon	1	\$0.05
<b>Super District C - Fresno (Includes Districts 6 &amp; 10)</b>				
<b>Additional Charges</b>				
C001	Emergency Delivery	Per Delivery	1	\$120.00
C002	Demurrage Charge	Per Minute	1	\$2.50
C003	Trip Charge	Per Delivery	1	\$250.00
C004	Standing Time (charge begins after 1 free hour)	Per Minute	1	\$1.00
C005	Premium for Less Than Minimum Delivery	Per Gallon	1	\$0.10
C006	Winterization	Per Gallon	1	\$0.05
<b>Super District E - Barstow (Includes Districts 8 &amp; 9)</b>				
<b>Additional Charges</b>				
E001	Emergency Delivery	Per Delivery	1	\$120.00
E002	Demurrage Charge	Per Minute	1	\$2.50
E003	Trip Charge	Per Delivery	1	\$250.00
E004	Standing Time (charge begins after 1 free hour)	Per Minute	1	\$1.00
E005	Premium for Less Than Minimum Delivery	Per Gallon	1	\$0.10
E006	Winterization	Per Gallon	1	\$0.05
<b>Super District F - San Diego (Includes Districts 11 &amp; 12)</b>				
<b>Additional Charges</b>				
F001	Emergency Delivery	Per Delivery	1	\$120.00
F002	Demurrage Charge	Per Minute	1	\$2.50
F003	Trip Charge	Per Delivery	1	\$250.00
F004	Standing Time (charge begins after 1 free hour)	Per Minute	1	\$1.00
F005	Premium for Less Than Minimum Delivery	Per Gallon	1	\$0.10
F006	Winterization	Per Gallon	1	\$0.05

End of Sheet

**ATTACHMENT B**

Not Applicable to RTD

**Department of General Services  
PROCUREMENT DIVISION**

**Attachment C**

**DELIVERY LOCATION ADDITION REQUEST FORM**

**Contract Number 1-23-91-02B**

**Bulk Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur,  
and Red Dyed Diesel #2**

To: Amanda Lewis  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, Ca. 95605  
Phone: (279) 946-7876  
Email: [Amanda.Lewis@dgs.ca.gov](mailto:Amanda.Lewis@dgs.ca.gov)

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The use of this contract is mandatory for all State agencies. Local governmental agencies, by submitting and signing this form your location elects to participate in the Bulk Gasoline, Diesel #2, and Ethanol fuel contracts and therefore, are obligated to utilize the contract for the entire contract period. The following information is being provided in order to add or change your location to the contract.

Department Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Region: \_\_\_\_\_ County: \_\_\_\_\_

Business Name of Delivery Location: \_\_\_\_\_

Delivery Location (physical address): \_\_\_\_\_

Tank Size (Tank capacity)	Tank Location (Above or Below)	Type of Fuel (Gas, Diesel, E-85)	Est. Annual Usage (# of gallons)
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List special connections or conditions required for the above tank(s):  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_



**Contract Number 1-23-91-02B Attachment D**

**FUEL RATE INFORMATION REQUEST**

This form must be completed in order for Contractors, State agencies and qualified end users of the Department of General Service – Procurement Division (DGS-PD) fuel contracts to receive Daily Fuel Post.

In order to be compliant with copyright laws, the DGS-PD must limit fuel pricing information to only a need to know basis. The Daily Fuel Post will be distributed on an “as required and/or need to know basis” pertaining to the fuel contracts.

Please complete the attached DGS-PD Fuel Rate Information Request Form and e-mail to DGS Contract Administrator, Amanda Lewis to be added to the master list to receive fuel rate information.

DGS-PD will e-mail fuel rate information Monday through Friday to users that are on the DGS-PD master list (excluding State Holidays).

Amanda Lewis, DGS  
Contract Administrator

**Contract Number 1-23-91-02B Attachment D**

**FUEL RATE INFORMATION REQUEST:**

The following information is required to receive access to the DGS-PD fuel rate postings.

**Name:**

**Organization/Agency:**

**Phone number:**

**Email address:**

**Reason data is needed:**

Email this request to the DGS Contract Administrator Amanda Lewis:

[Amanda.Lewis@dgs.ca.gov](mailto:Amanda.Lewis@dgs.ca.gov)



STATE OF CALIFORNIA  
BID SPECIFICATION  
GASOLINE, UNLEADED REGULAR

Attachment E  
9130-6166A

## 1. Scope

This specification covers the requirements for unleaded regular gasoline used as motor vehicle fuel in California.

## 2. Applicable specifications, standards, and codes

Specifications and standards referenced in this document, in effect on the opening of the invitation for bid, forms a part of this specification.

## 3. Requirements

- 3.1 Unleaded regular gasoline shall meet the requirements of California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4141: Specifications - Automotive Spark Ignition Engine Fuel.
- 3.2 Unleaded regular gasoline shall meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1, et seq: Standards for Gasoline
- 3.3 Unleaded regular gasoline shall have a minimum Anti Knock Index  $((R+M)/2)$  of 87.
- 3.4 Unleaded regular gasoline shall meet the requirements of CCR Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, et seq: Low Carbon Fuel Standard (LCFS).

**Note:** The State of California is the end user and will not assume the role of regulated party as described in the LCFS.

- 3.5 Exemptions for unleaded regular gasoline used in test programs must be approved by the California Air Resources Board (CARB) and follow requirements in CCR, Title 13, Division 3, Chapter 5, Article 1, Subarticle 1, Section 2259: Exemptions for Motor Vehicle Fuels Used in Test Programs.
- 3.6 The delivered unleaded regular gas shall be visually free of undissolved water, sediment, or suspended matter. It shall be clear and bright at ambient temperature or 21° C (70 ° F), whichever is higher.
- 3.7 Upon request, supplier shall provide Material Safety Data Sheet (MSDS) for unleaded regular gas (including additives).
- 3.8 At the time of delivery, unleaded regular gas shall comply with all current laws and regulations (federal and California).

#### 4. Storage life

Fuel should not deteriorate at a rate significantly faster than industry average expectations (with consideration for environmental conditions), nor should it form excessive gum, resins, or deposits when properly stored.

#### 5. Quality assurance provisions

- 5.1 Upon request from the state, supplier shall provide test data showing compliance to requirements in section 3 of this bid specification.
- 5.2 Upon request from the state, supplier shall provide traceability on all deliveries (back to refinery) within five (5) business days.
- 5.3 The State of California, at its discretion, may request a sample of the delivered fuel at the time of delivery prior to transferring fuel to a site storage tank. The sample may be tested for compliance to this specification. The state reserves the right to reject non-compliant fuel.

If the test analysis of sampled fuel indicates non-compliance, the supplier shall be responsible for all costs related to the test analysis, removal, and disposal of non-compliant fuel from affected site storage tanks. If site storage tanks are contaminated by a delivery of non-compliant fuel, the existing fuel shall be replaced.

- 5.4 The supplier shall take measures to prevent contamination of fuel by ensuring all vessels used to transport fuel are clean prior to transporting new fuel to the state.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under the Contract, the Contractor and its subcontractors, at its sole cost and expense, prior to commencing work, shall secure and keep in force during the entire term of the Contract or longer, as may be specified below, the following insurance coverage, limits, and endorsements. If the Contractor maintains higher limits than the minimums shown below, RTD requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Under the Contract, the Contractor and its subcontractors are bound to the provisions stated herein.

<b>MINIMUM SCOPE AND LIMIT OF INSURANCE</b>	
<b>TYPE OF INSURANCE COVERAGES (Coverage shall be at least as broad as those stated below)</b>	<b>MINIMUM COVERAGE LIMITS (Policies shall contain limits no less than those stated below)</b>
<input checked="" type="checkbox"/> <b>Commercial General Liability (CGL)</b>  Insurance Services Office (ISO) Form CG 00 01 12 07 or equivalent covering CGL on an "occurrence" basis, including, but not limited to: Premises Liability; Products-Completed Operations, Contractual Liability; Personal and Advertising injury.	\$1,000,000.00 per occurrence  If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
<input checked="" type="checkbox"/> <b>Automobile Liability</b>  ISO Form Number CA 00 01 or equivalent covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).  <b>Personal Automobile Liability</b> is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000.00 per accident for bodily injury and property damage, any auto
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employers Liability (EL)</b>  As required by the State of California, with Statutory Limits, and Employer's Liability (EL) Insurance.  <b>Required for all Contractors and subcontractors with employees</b>	<b>WC:</b> Statutory Limits  <b>EL:</b> \$1,000,000.00 per accident for bodily injury or disease
<input type="checkbox"/> <b>Professional Liability (Errors and Omissions)</b>	For legal contracts \$5M per claim/\$10M Annual Aggregate

	<p>Insurance appropriate to Contractor's profession.</p> <p>Policy should include Cyber Liability insurance including network and internet security liability, privacy liability and media liability coverages for those Contractor's handling or with exposure to RTD's personally identifiable information.</p>	<p>\$1,000,000.00 per occurrence or claim</p> <p>\$2,000,000.00 annual aggregate</p>
<input type="checkbox"/>	<p><b><u>Employee Dishonesty Insurance</u></b></p> <p>Insurance covering Contractor's officers, agents, and employees, and protection to RTD from theft.</p> <p><i>Coverage shall include coverage for Client Property or Third-Party Property coverage depending on the coverage form.</i></p>	<p>Coverage in the Amount of fifty thousand (\$50,000.00) dollars with respect to any one occurrence. Contractor may provide this coverage through self-insurance.</p>

## OTHER INSURANCE PROVISIONS

### A. Additional Insured Endorsements:

The San Joaquin Regional Transit District (RTD), its Board, the Retirement Board and the individual members thereof, all their officials, agents, employees, volunteers, and representatives thereof, are to be covered as additional insureds to the following policy(ies), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

1. **Commercial General Liability (CGL):** General liability coverage can be provided in the form of an endorsement to the required insurance. For construction projects, it should at least as broad as ISO Form CG 20 38 04 13 for ongoing operations and ISO Form CG 20 37 04 13 for completed operations. For those contracts not including construction work, RTD requires to be added as Additional Insured, but Contractor's insurer may satisfy this requirement through a blanket Additional Insured endorsement.

### B. Other Insurance Provisions:

1. **PRIMARY COVERAGE:** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

2. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage(s) for subcontractors shall be subject to all of the requirements stated herein, to include "Item A, Additional Insured Endorsements", above.
3. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to RTD. Contractor shall provide thirty (30) days advance written notice to RTD of cancellation by the insurance carrier. Contractor is required to provide RTD with thirty (30) days advance written notice for non-renewal of the coverage and the amount thereof, or reduction in coverage.
4. **WAIVER OF SUBROGATION:** Contractor hereby grants to RTD a waiver of any right to subrogation which any insurer of said Contractor may acquire against RTD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not RTD has received a waiver of subrogation endorsement from the insurer.
5. **DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and approved by RTD. RTD may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
  - a. Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.
  - b. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."
7. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Contract with the following exception: Insurance policies and coverage(s) written on a claims-made basis (refer to item 8 below which contains claims made policy provisions). **Lapse(s) in coverage** is not permitted and Contractor is to ensure that a lapse in coverage does not occur.
8. **CLAIMS-MADE POLICIES**  
If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the Contract.*
  - c. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of work.
9. **REDUCTION OR LIMIT OF OBLIGATION:** Pursuant to the provisions of this Contract, insurance affected or procured by the Contractor shall not reduce or limit Contractor's Contractual obligation to indemnify and defend the Indemnified Parties.
10. **INSURER LOCATION:** The insurance carrier(s) providing the required coverage(s) shall be licensed in the state where the Contractor is headquartered.
11. **ACCEPTABILITY OF INSURERS:** (a) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to RTD. Acceptance of Contractor's insurance by RTD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
12. **INSURANCE SUBMITTAL:** Before commencing operations under this Contract, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to RTD, evidencing that all required insurance coverage is in effect. RTD reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: RTD – Procurement Department, 421 E. Webber Avenue, Stockton, California 95202. Contractor is responsible for providing updated evidence of coverage to RTD throughout the life of the Contract and in accordance with claims-made basis written policies and coverage(s). Contractor shall ensure that RTD is provided with the most recent Certificates of Insurance and endorsements.