

File No. 250884

Committee Item No. 8

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 1, 2025

Board of Supervisors Meeting Date _____

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Completed by: Brent Jalipa Date September 25, 2025

Completed by: Brent Jalipa Date _____

1 [Contract - Golden Gate Petroleum - Fuel Supply (Diesel) - Not to Exceed \$195,000,000]

2
3 **Resolution approving the Contract between the City and County of San Francisco,**
4 **acting by and through the Office of Contract Administration (“OCA”), and Golden Gate**
5 **Petroleum (“Contractor”) for the supply of diesel fuel for a total not to exceed amount**
6 **of \$195,000,000 and an initial term of five years commencing on November 1, 2025,**
7 **through October 31, 2030, with the option to extend for up to three additional years;**
8 **and to authorize OCA to enter into amendments or modifications to the Contract that**
9 **do not materially increase the obligations or liabilities to the City and are necessary to**
10 **effectuate the purposes of the Contract.**

11
12 WHEREAS, The proposed Contract 1000036825 with Golden Gate Petroleum was
13 competitively procured pursuant to Administrative Code, 21.3, through an Invitation for Bids
14 (IFB) issued by Office of Contract Administration (OCA) on July 31, 2025, under Sourcing
15 Event 0000010800; and

16 WHEREAS, Golden Gate Petroleum submitted a bid and was the lowest responsive
17 and responsible bidder; and

18 WHEREAS, The Office of Contract Administration awarded the contract to Golden
19 Gate Petroleum; and

20 WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors’ approval by
21 Resolution of any contract which, when entered into, extends over 10 years, and of any
22 contract which, when entered into, costs the City \$10,000,000 or more; and

23 WHEREAS, The proposed Contract contained in File No. 250884, is substantially in
24 final form, with all material terms and conditions included, and only remains to be executed by
25 the parties upon approval of this Resolution; now, therefore, be it

1 RESOLVED, That the Board of Supervisors hereby approves the Contract in
2 substantially the form contained in File No. 250884; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Office of
4 Contract Administration to make any modifications to the Contract, prior to its final execution
5 by all parties, that the Office of Contract Administration determines, in consultation with the
6 City Attorney, are consistent with this Resolution, are in the best interest of the City, do not
7 materially increase the obligations or liabilities of the City, are necessary or advisable to
8 effectuate the purposes of the Contract, and are in compliance with all applicable laws,
9 including City's Charter; and, be it

10 FURTHER RESOLVED, That within 30 days of the Contract being fully executed by all
11 parties, the Office of Contract Administration shall submit to the Clerk of the Board of
12 Supervisors a completely executed copy for inclusion in File No. 250884; this requirement and
13 obligation resides with the Department, and is for purposes of having a complete file only, and
14 in no manner affects the validity of approved Contract.

Items 8 & 9 Files 25-0884 & 25-0885	Department: Office of Contract Administration (OCA)
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolutions authorize the Office of Contract Administration (OCA) to enter into new contracts for the supply of diesel fuel and gasoline. The proposed contract with Golden Gate Petroleum for the supply of diesel fuel has a total not-to-exceed amount of \$195,000,000 (File 25-0884). The proposed contract with Pacific Coast Petroleum for the supply of gasoline fuel has a total not-to-exceed amount of \$93,000,000 (File 25-0885). Both contracts have an initial five-year term, from November 1, 2025, through October 31, 2030, with an option to extend for up to three additional years, for a total term of eight years. Key Points - OCA selected Golden Gate Petroleum and Pacific Coast Petroleum through a competitive process. The two contractors were the lowest responsible bidders for their fuel categories under an Invitation for Bids for fuel and fuel products. - Fuel delivery prices are based on the pricing published by the Oil Price Information Service (a fuel, chemical, and environment commodity industry research firm), adjusted by the contractors' markup or markdown, which covers all delivery costs and remains firm for the contract's duration. - The contracts include terms to hold vendors accountable for delivery timeframes, product availability, and reporting, with annual usage reports to OCA and monetary credits for the City if performance thresholds for negative performance are exceeded. Fiscal Impact - The proposed resolutions approve the contracts with a combined not-to-exceed amount of \$288,000,000 for the potential 8-year maximum contract period. This includes \$195,000,000 for the diesel contract and \$93,000,000 for the gasoline contract. - The total not to exceed amounts are based on average annual spending of \$17.6 million for diesel and \$8.3 million for gasoline over the last four years and include a 20 percent contingency to account for potential fuel market volatility. - Approximately 70 percent of gasoline purchases and 17 percent of diesel purchases would be covered by the General Fund, with enterprise funds (including MTA, PUC, and the Airport) accounting for the remainder of the spending. Recommendation - Approve the proposed resolutions.	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board, or commission that (1) has a term of more than 10 years or (2) requires expenditures of \$10 million or more is subject to Board of Supervisors approval.

BACKGROUND

The Office of Contract Administration (OCA) manages the procurement of fuel for City departments. The City's existing contracts for diesel fuel (Golden Gate Petroleum) and gasoline fuel (Mansfield Oil Company) are set to expire on October 31, 2025.

Invitation for Bids

On July 31, 2025, OCA issued an Invitation for Bids (IFB) for fuel and fuel products to replace the expiring contracts. Bidders were asked to quote their pricing differential relative to the pricing published by the Oil Price Information Service (OPIS), a fuel, chemical, and environment commodity industry research firm. The highest-ranking bidder for each fuel or fuel product type was determined by total cost after applying applicable discounts.

The deadline for bids was August 15, 2025. Bidders had to meet minimum qualifications during the evaluation phase.¹ Responsible bidders were then evaluated for the lowest total bid.

- Gasoline: Pacific Coast Petroleum was identified as the lowest responsive and responsible bidder out of four bids for the supply of Regular and Premium Gasoline Fuel to City sites.
- Diesel: Golden Gate Petroleum was identified as the lowest responsive and responsible bidder out of four bids for the supply of Clear Renewable Diesel Fuel and Red Dye Renewable Diesel Fuel to City sites.

The Original IFB provided for an initial term of seven years. According to OCA, at least one supplier reported difficulty in securing pricing for that length of time. In response to this feedback, OCA issued an addendum to the IFB and reduced the initial term to its standard five-year term, with a three-year option to extend the term.

OCA awarded the contracts to Golden Gate Petroleum and Pacific Coast Petroleum for diesel and gasoline fuel, respectively. The IFB also indicated the intent to award Second Place Primary and Secondary contracts, to secure alternate vendors in the event primary vendors are unable to meet the City's fuel needs. According to the OCA, they are currently finalizing agreements with those contractors.

¹ Minimum qualifications included a questionnaire (including basic company information and submission requirements), references, a bid sheet, five years of experience, all necessary permits, Material Safety Data Sheets provision, and an Emergency Response Plan.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions authorize the Office of Contract Administration (OCA) to enter into new contracts with Golden Gate Petroleum and Pacific Coast Petroleum for the supply of diesel fuel and gasoline, respectively. The proposed contract with Golden Gate Petroleum for the supply of diesel fuel has a total not-to-exceed amount of \$195,000,000 (File 25-0884). The proposed contract with Pacific Coast Petroleum for the supply of gasoline fuel has a total not-to-exceed amount of \$93,000,000 (File 25-0885). Both contracts have an initial five-year term, from November 1, 2025, through October 31, 2030, with an option to extend for up to three additional years, for a total potential duration of eight years.

Services

Under the proposed contracts, Golden Gate Petroleum will serve as the Primary Contractor for renewable diesel fuel,² and Pacific Coast Petroleum will serve as the Primary Contractor for gasoline fuel. The contracts detail specifications for the quality of the fuel purchased. Both contracts are indefinite quantity agreements, and the City is not required to purchase any specific quantity of fuel. Commodities may be requested 7 days a week, including holidays, and will be ordered on an as-needed basis. Fuel is delivered to City sites, such as operated by the City Administrator's Fleet Management Division, SFMTA sites, and SFPUC sites.

In addition to fuel deliveries, both Contractors must provide technical support and assistance to the City, including providing personnel with in-depth product knowledge during City business hours.

Pricing

The fuel delivery price for both contracts is determined by the average OPIS price on the delivery date, adjusted by an agreed-upon contractor markup or markdown (differential pricing) which itself varies based on volume. The range of the markup for gasoline purchases is \$0.05 to \$0.20 per gallon and the markup for diesel is -\$0.25 to \$1.50. This markup accounts for all delivery costs, including overhead, profits, insurance, and transport. The contractor's markup or markdown terms must remain firm for the entire duration of the contract. Appendix 1 (Diesel) and Appendix 2 (Gasoline) provide a detailed breakdown of the differential pricing.

Emergency Deliveries

These contracts outline the responsibilities of Golden Gate Petroleum and Pacific Coast Petroleum for emergency fuel deliveries to the City, particularly during declared emergencies, demand spikes, regional or industry-wide fuel shortages, or catastrophic events. The contracts include a provision that the City will be prioritized for fuel delivery during an emergency, 24/7 staffing for emergency sources during Governor-proclaimed or local states of emergency, and a

² Renewable diesel is produced by from cooking oil and other vegetable or animal fats that is blended with petroleum diesel but in a higher concentration than traditional biodiesel. The contract also provides for red dye diesel which is petroleum-based diesel that is intended for use in off-road vehicles and equipment.

tiered response system based on threat levels.³ The contractors are expected to leverage their supply chains to ensure continuous supply and can charge standard emergency fees for transportation of fuel during an emergency on top of regular contracted rates for the fuel itself.⁴

Performance Monitoring

The contracts include terms and conditions to hold the vendor accountable for product delivery timeframes, product availability, and reporting requirements. The contractors are required to provide an annual usage report to OCA. OCA will determine if the contractors are underperforming based on written feedback from City staff. In addition, the City is entitled to monetary credits if the contractors do not meet performance requirements. Appendix 3 of this report outlines the performance metrics, including monetary credits for the City, if thresholds for negative performance are exceeded. Credit amounts vary from \$10 to \$1,000, plus associated costs, depending on the type of failure, such as missed delivery, late delivery, missing delivery receipt, inaccurate billing, late invoicing, delayed response, poor-quality product, and incorrect product type.

Historical Spending

From FY 2021-22 to FY 2024-25, the City's expenditures for diesel and gasoline fuel totaled approximately \$103.6 million, procured from suppliers including Golden Gate Petroleum, Western States Oil, and Mansfield Oil Company. This averages approximately \$25.9 million annually over the four-year period.

Diesel Fuel

The City's diesel fuel suppliers accounted for approximately \$70.3 million in purchase order encumbrances from FY 2021-22 to FY 2024-25, averaging \$17.6 million per fiscal year.

The primary user of diesel fuel is the Municipal Transportation Agency, which accounts for nearly 80 percent of the City's encumbrances for diesel fuel. Total encumbrances for diesel fuel by all City departments over the four-year period are provided in Exhibit 1 below.

³ Threat levels are defined as (1) an immediate threat, such as loss of power affecting service, should be addressed within 4 hours; (2) an imminent threat within 10 hours; and (3) an impending threat within 18 hours.

⁴ Golden Gate's (Diesel) rates for emergency deliveries are \$250 per hour, and Pacific Coast's (Gasoline) rates are \$125 per hour.

Exhibit 1: Total Diesel Encumbrances by Departments between FY 2021-22 to FY 2024-25

Dept	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	4-Year Total	4-Year Average
MTA	27,419,473		15,420,458	11,698,425	54,538,356	13,634,589
ADM	2,197,281	2,050,240	2,200,202	1,927,901	8,375,624	2,093,906
FIR	628,385	1,286,065	927,405	870,000	3,711,855	927,964
PUC	405,336	464,908	524,896	449,761	1,844,901	461,225
AIR	310,018	392,531	314,554	325,000	1,342,103	335,526
Other	98,787	239,611	62,610	88,644	489,652	122,413
Total	\$31,059,280	\$4,433,355	\$19,450,125	\$15,359,731	\$70,302,491	\$17,575,623

Source: OCA

Note: There were no encumbrances for MTA in FY 2022-23 because MTA previously encumbered funds for diesel fuel over two-year periods but now encumbers funds annually similar to other departments

Gasoline Fuel

City departments have encumbered approximately \$33.3 million for the procurement of gasoline fuel from FY 2021-22 to FY 2024-25, averaging approximately \$8.3 million per year.

The primary user of gasoline fuel is the Office of the City Administrator's Fleet Management Division, which accounts for over 60 percent of the City's encumbrances for gasoline fuel.⁵ Total encumbrances for gasoline fuel for the top five City departments over the four-year period are provided in Exhibit 2 below.

Exhibit 2: Total Gasoline Encumbrances by Departments between FY 2021-22 to FY 2024-25

Dept	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	4-Year Total	4-Year Average
ADM	5,334,198	4,767,793	5,473,389	5,033,883	20,609,263	5,152,316
PUC	806,459	849,630	1,042,303	1,444,493	4,142,885	1,035,721
FIR	732,127	1,272,236	766,048	1,118,388	3,888,799	972,200
AIR	484,288	447,047	354,972	540,000	1,826,307	456,577
MTA	385,618	809,988	514,448	559,593	2,269,647	567,412
Other	96,639	136,483	127,401	230,241	590,764	147,691
Total	\$7,839,329	\$8,283,177	\$8,278,561	\$8,926,598	\$33,327,665	\$8,331,916

Source: OCA

⁵ The Fleet Management Division purchases gasoline and diesel from the citywide contracts to supply three City-owned and operated gas stations and one emergency tanker truck that resides at Central Shops and is used to fuel diesel trucks (such as fire trucks) during an emergency. Fleet Management bills each department based on their fuel consumption.

FISCAL IMPACT

The proposed resolutions approve the contracts with a combined not-to-exceed amount of \$288,000,000 for the potential 8-year maximum contract period (initial 5-year term plus 3-year option). This includes \$195,000,000 for the diesel contract and \$93,000,000 for the gasoline contract. Exhibit 3 below shows the proposed budgets for both contracts, which include a 20 percent contingency.

Exhibit 3: Proposed Budgets and Not to Exceed Amounts

Year	Pacific Coast Petroleum Gasoline	Golden Gate Petroleum Diesel
Year 1	\$8,300,000	\$17,600,000
Year 2	8,660,220	18,304,000
Year 3	9,036,074	19,036,160
Year 4	9,428,239	19,797,606
Year 5	9,837,425	20,589,511
Subtotal, Initial Term	\$45,261,957	\$95,327,277
Year 6	10,264,369	21,413,091
Year 7	10,709,843	22,269,615
Year 8	11,174,650	23,160,399
Subtotal, Extension Term	\$32,148,861	\$66,843,105
Total Budget	\$77,410,819	\$162,170,382
Contingency (20%)	15,482,164	32,434,076
Total Budget plus Contingency	\$92,892,982	\$194,604,459
Not to Exceed Amount (Rounded)	\$93,000,000	\$195,000,000

Source: OCA Memo 082925

The proposed budgets incorporate recent spending averages. OCA calculated the total not to exceed amount based on average annual spending over the last four years (\$17.6 million for diesel, \$8.3 million for gasoline), the average annual increase in spending since 2018 (4.0 percent for diesel, 4.34 percent for gasoline), and a 20 percent contingency to account for potential fuel market volatility.

Funding Sources

The proposed contracts are funded by the budgets of City departments that use gasoline and diesel fuel. Based on historical spending, we estimate approximately 70 percent of gasoline purchases and 17 percent of diesel purchases would be paid for from the General Fund and the remaining spending would be paid for from enterprise funds (such as MTA, PUC, and the Airport).

RECOMMENDATION

Approve the proposed resolutions.

Appendix 1: OPIS Differential Pricing (Diesel - Golden Gate Petroleum)

Fuel Type	Delivery Volumes (gallons)	OPIS Differential Pricing
Diesel - Clear	<= 500	0.85
Diesel - Clear	501-1,000	0.55
Diesel - Clear	1,001-3,000	0.45
Diesel - Clear	3,001-5,000	0.40
Diesel - Clear	5,001-7,000	0.35
Diesel - Clear	> 7,000	-0.25
Diesel - Red Dye	<= 100	1.50
Diesel - Red Dye	101-250	1.05
Diesel - Red Dye	251-1,000	0.75
Diesel - Red Dye	1,001-3,000	0.55
Diesel - Red Dye	> 3,000	0.50

Source: Proposed Contract

Appendix 2: OPIS Differential Pricing (Gasoline - Pacific Coast Petroleum)

Fuel Type	Delivery Volumes (gal.)	OPIS Differential Pricing
Gasoline - Unleaded 87	<= 500	0.20
Gasoline - Unleaded 87	501-1,000	0.15
Gasoline - Unleaded 87	1,001-3,000	0.09
Gasoline - Unleaded 87	3,001-5,000	0.05
Gasoline - Unleaded 87	5,001-7,000	0.05
Gasoline - Unleaded 87	> 7,000	0.04
Gasoline - Premium 91	<= 1,000	0.15
Gasoline - Premium 91	1,001-3,000	0.09
Gasoline - Premium 91	3,001-5,000	0.05
Gasoline - Premium 91	> 5,000	0.05

Source: Proposed Contract

Appendix 3: Performance Metrics, Thresholds, and Monetary Credits

Performance Type	Allowable Negative Performance Threshold (Agreement Term)	Credit to the City Upon Exceeding Threshold (Credit is due until performance failure has been cured)
Missed Delivery	5	\$50/occurrence
Late Delivery (After Missed)	8	\$50/day delivery is delayed
Late Delivery (Same Day)	8	\$25/occurrence
Missing Delivery Receipt	10	\$25/occurrence
Inaccurate Billing	10	20% of the corrected invoice value or \$100, whichever is less
Late Invoicing (more than 7 days)	10	2% of the invoice total, exclusive of taxes
Delayed Response to City requests for orders (more than 3 days)	5	\$10/each late day
Poor Quality Product	3	\$500 plus all associated costs (e.g., replacement, decontamination).
Incorrect Product Type	3	\$1,000 plus all associated costs (e.g., replacement, decontamination).

Source: Proposed Contracts

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco
and
Golden Gate Petroleum
TC70888
1000036825**

This Agreement is made this 1st day of November, 2025, in the City and County of San Francisco (“City”), State of California, by and between Golden Gate Petroleum (“Contractor”) and City.

Recitals

WHEREAS, the Office of Contract Administration (“Department”) wishes to procure Fuel and Related Products on behalf of City from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to deliver the Goods required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids (“IFB”) entitled Fuel and Related Products issued through Sourcing Event ID 0000010800; and

WHEREAS, this Contract for Commodities is exempt from the subcontracting participation requirements of Chapter 14B of the San Francisco Administrative Code; and

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Board action] in the amount of 195,000,000 for the period commencing November 1, 2025 and ending October 31, 2030; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Office of Contract Administration.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 “Contractor” means Golden Gate Petroleum.

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product or Goods, including any partially-completed work product, Goods and related materials, provided by Contractor to City during the course of Contractor’s performance of the Agreement.

1.8 “Goods” or “Commodities” means the products, materials, equipment or supplies to be provided by Contractor under this Agreement.

1.9 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 “Party” and “Parties” means City and Contractor either individually or collectively.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on November 1, 2025 and expire on October 31, 2030, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for a period of up to three (3) additional years. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 Maximum Costs. City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.2 Authorization to Commence Work. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed \$195,000,000 [one hundred ninety-five million dollars], the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Goods covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Delivery of Goods. Contractor is not entitled to any payments until City approves the Goods delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory delivery of Goods even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Goods may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide Goods in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments

due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. **All invoices must show the PeopleSoft Purchase Order ID, PeopleSoft Supplier Name and ID, complete description of the Goods delivered (including manufacturer name, manufacturer SKU, and product description), sales/use tax (if applicable), unit cost, unit of measure, quantities, extended cost, and contract payment terms. Where Contractor's pricing is based on a percentage mark-up or discount over manufacturer's list price, invoices must also include the manufacturer list price and Contractor's percentage mark-up or discount over manufacturer's list price. Where Contractor's pricing is based on a percentage mark-up over cost, invoices must also include Contractor's cost and Contractor's percentage mark-up over Contractor's cost.** Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved.

3.3.6 Getting paid by the City for Goods.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 Reserved.

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of Goods or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Goods. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

Article 4 Goods

4.1 **Primary, Secondary, and Second Place Primary Contractors.** Contractor was selected to serve as the Primary Contractor for the Goods described herein to ensure adequate levels of uninterrupted access to the Goods. In the isolated event the Primary Contractor fails to provide Goods for any contract item by the required date, the Secondary Contractor will be required to provide said Goods. In the event the City wishes to temporarily or permanently replace the Primary Contractor in an ongoing manner, the Second Place Primary Contractor will be required to provide said Goods until the Primary Contractor demonstrates to the satisfaction of City that they are ready, willing and able to provide said Goods to City. The City reserves the right to request Goods not readily available from the Secondary Contractor or Second Place Primary Contractor from any other source.

4.2 **Term Agreement – Indefinite Quantities.** This is a term, indefinite quantities Agreement to supply the Goods identified in this Agreement. Unless otherwise specified herein, Goods will be required in quantities and at times as ordered during the period of the Agreement. Estimated Goods are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may also make purchases from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for the Goods or that it is not practical to purchase against this Agreement. City will not honor minimum order charges under this Agreement.

4.3 **Qualified Personnel.** Contractor represents and warrants that it is qualified to deliver the Goods required by City, and that all Goods will be delivered by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.4 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed to be an independent contractor and is wholly responsible for the manner in which it delivers the Goods required by this Agreement.

4.5 Goods.

4.5.1 **Awarded Goods.** If during the term of the Agreement, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, Contractor agrees that the item will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for deliveries made prior to the cancellation date. City shall give Contractor ten (10) calendar days' notice prior to any cancellation. City will purchase the required replacement item from any

source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, Contractor shall search the marketplace and find an acceptable equal substitute in the time required for delivery and at the Agreement price. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of City will constitute a Default under this Agreement.

4.5.2 Place of Manufacture. No article furnished hereunder shall have been made in prison or by convict labor, except Goods purchased for use by City's detention facilities. City may require Contractor to provide within seven (7) business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent, lines of credit with financial institutions for manufacturer(s) they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine Contractor's fitness to supply the Agreement requirements.

4.5.3 Electrical Products. Goods must comply with all applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code.

4.5.4 Condition of Goods. Goods offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein. Contractor shall establish quality control measures, as applicable to department's operations, and promptly provide documented reports to City of any product defects or premature failures.

4.5.5 Inspection. All Goods supplied shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Non-conforming or rejected Goods may be subject to reasonable storage fees.

4.5.6 F.O.B. Goods shall be shipped Freight on Board, to any destination named in a Purchase Order issued by City against this Agreement. *The cost of shipment must be incorporated into the offered unit costs.*

4.5.7 Failure to Deliver. If Contractor fails to deliver Goods of the quality, in the manner or within the time called for by this Agreement, such Goods may be bought from any source by Purchasing. If City is required to pay a price that exceeds the price agreed upon by this Agreement, the excess price will be charged to and collected from Contractor (or sureties on its bond, if bond has been required); or, City may terminate the Agreement for default; or, City may return deliveries already made and receive a refund.

4.5.8 Safety Data Sheets. Where required by law or by City, Contractor will include Safety Data Sheets (SDSs) with delivery for applicable items. Failure to include the SDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.

4.5.9 Warranty for Goods. Contractor warrants to City that the manufacturer's warranty and service will be passed on to City at the time of delivery

4.6 **Assignment.** This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.7 **Reserved.**

4.8 **Reserved.**

4.9 **Reserved.**

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give City Priority 1 service with regard to the Goods procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver the Goods using all modes of transportation available. In addition, Contractor shall charge fair and competitive prices for the Goods ordered during an emergency and not covered under the Agreement.

4.11 **Annual Usage Reports by Contractor.**

4.11.1 Annually no later than February 15 and upon request, Contractor shall prepare and submit to City an electronic report in Microsoft Excel or CSV format identifying the Goods rendered under this Agreement ("Usage Report").

4.11.2 The Usage Report must detail all Goods supplied by Contractor as of the Agreement start date through December of the calendar year directly preceding the date of the report.

4.11.3 The Usage Report shall include, at a minimum, the following data:

- (1) Name of City department issuing the Purchase Order
- (2) Purchase Order ID
- (3) Invoice Number and Date
- (4) Itemized list of all Goods delivered, that includes at a minimum:
manufacturer name, manufacturer SKU, detailed product description,
manufacturer's list price, contractor's % discount off of
manufacturer's list price, contractor's cost and contractor's % mark up
over cost, unit cost, quantity, unit of measure, and extended cost.

Sample Usage Report (Goods)													
Ordering City Department	Purchase Order ID	Invoice Number	Invoice Date	Delivery Date	Manufacturer	Manufacturer SKU	Product Description	Manufacturer List Price	% Mark Up or Discount off of Manufacturer List Price	Unit Cost	Qty	Unit of Measure	Extended Cost

4.11.4 Upon request, Contractor must also furnish a separate Usage Report for Goods delivered to City that are not part of this Agreement.

4.11.5 Contractor shall email the Usage Reports to OCAVendor.Reports@sfgov.org.

4.11.6 Any report files larger than 10MB must be submitted in electronic format on USB drive and mailed to the address shown below with the term Agreement number and “Annual Supplier Reporting” clearly marked on the envelope/packaging. Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. TC70888
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

4.11.7 City reserves the right to terminate this Agreement if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Explosion, Collapse and Underground (XCU) coverage, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers’ Compensation Liability Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved.

(e) Reserved.

(f) Reserved.

(g) Pollution Liability Insurance applicable to Contractor’s activities and responsibilities under this Agreement with limits not less than \$10,000,000 each occurrence combined single limit, including coverage for on-site third-party claims for bodily injury and property damage. This coverage shall be endorsed to include Non-Owned Disposal Site coverage.

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 Waiver of Subrogation. The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) The Pollution Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled, "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before delivering any Goods, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide the Goods, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, and its officers, agents and employees and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any Claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Goods.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE GOODS DELIVERED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Goods delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any

payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

- (a) Completing delivery of all Goods that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the delivery of all Goods on and after the Termination Date unless such Goods were ordered prior to the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Goods, equipment or other items.
- (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
- (f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice which shall set forth the cost of all Goods ordered prior to City's Termination Date that Contractor has fully delivered. City's payment obligation pursuant to this Subsection 8.1.3 shall be subject to Section 3.3.2 of this Agreement. If City is required to pay regularly scheduled monthly fees under this Agreement, in no event will the amount due for the month in which termination occurred be greater than the pro-rated scheduled monthly fee for that month. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Goods covered by Contractor's final invoice and (ii) any claim which City may have against Contractor in connection with this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Goods	8.2.2	Default Remedies
3.3.7(a)	Reserved	9.1	Reserved
3.4	Audit and Inspection of Records	9.2	Reserved
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver

in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Reserved.**

9.2 **Reserved.**

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*); and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In delivering the Goods, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements.**

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Nondiscrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B. Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Reserved.

10.8 Reserved.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the

later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved.

10.13 Reserved.

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Nonprofit Contractor Requirements.

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Reserved.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverage and Water

10.17.1 Reserved.

10.17.2 Reserved.

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Reserved.

10.19 Reserved.

10.20 Reserved.

10.21 Reserved.

10.22 Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Agreement without prior written permission of Purchasing.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Director of Purchasing City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Email: OCA@sfgov.org Phone: (415) 554-6743 Fax: (415) 554-6717
To Contractor:	Pat O'Keefe Vice President Golden Gate Petroleum 1340 Arnold Drive, Suite 231, Martinez, CA 94553 pat@ggpetroleum.com (925) 890-6414

Any notice of default must be sent by certified mail or other trackable written communication. Either Party may change the address to which notice is to be sent by giving written notice thereof

to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through an agent such as Contractor, must be accessible to people with disabilities. Contractor shall provide the Goods specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in providing Goods, benefits or activities under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's delivery of Goods, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the delivery of Goods under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract, including appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.10 Compliance with Laws. Contractor shall keep itself fully informed of City’s Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties’ complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City’s terms and Contractor’s printed terms attached, City’s terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor’s proposal, and Contractor’s printed terms, respectively. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in delivering the Goods. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the delivery of the Goods, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created for, or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the

purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.4.3 Protected Health Information. Where applicable, Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature

14.1 MacBride Principles-Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

Mark Farley
Procurement Manager
Office of Contract Administration

Approved as to Form:

David Chiu
City Attorney

By: _____
Gus Guibert
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Lorna Walker

Appendices

- A: Scope of Goods
- B: Calculation of Charges
- C: Regulatory and Compliance Requirements

CONTRACTOR

Golden Gate Petroleum

Pat O'Keefe
Vice President
1340 Arnold Drive, Suite 231
Martinez, CA 94553

City Supplier Number: **0000019410**

Appendix A Scope of Goods

- I.** Contractor shall provide fuel, and fuel-related products to City and County of San Francisco storage sites for such commodities. Commodities can be expected to be requested 7 days of the week, including holidays. Items within the scope of this contract shall include: **Aggregate 2: Renewable Diesel (R99) and Red Dye Renewable Diesel (R99) – City of SF Sites**
- II.** All fuel and fuel-related products will be ordered on an as-needed basis.
- III.** Pricing basis used for daily deliveries of fuel shall be according to Oil Price Information Service (OPIS) indexes indicated below. The delivery price of fuel (not including applicable taxes and fees) shall be computed by using the delivery date's 10:00 A.M. Eastern Time contract rack average pricing as published in appropriate OPIS indexes plus Contractor's bid submission dollars and cents mark-up or mark-down (up to 4 decimal places) on OPIS index values (as converted to dollars and cents). The mark-up or mark-down, when combined with applicable Oil Price Information Service (OPIS) index value, shall include all costs required to perform the work of delivery, including overhead, profits, services, insurance, transport, delivery charges, and any and all other applicable costs except separately itemized taxes and fees. Applicable federal, state, or local taxes are to be direct pass thru costs to City. No additional markup fees or costs shall be acceptable.

The City and County of San Francisco, as a local government entity, is exempt from Federal Excise Taxes on gasoline and diesel fuel purchased for its exclusive use in accordance with Internal Revenue Code Section 4221(a)(4) and IRS Publication 510. As such, Contractors selling fuel to The City and County of San Francisco shall be gasoline wholesale distributors for the City's purchase of gasoline and shall be registered ultimate vendors according to Internal Revenue Service guidelines for the purchase of diesel. The City and County of San Francisco shall not be charged federal excise taxes of 0.184 per gallon for gasoline or 0.244 per gallon for clear diesel fuels. The City and County of San Francisco will complete all necessary certificates to be maintained on file with Contractor to maintain tax exempt status for the duration of the Contract.

Referenced OPIS Indexes are as follows:

A. Diesel R99 Reference Indexes

For City of SF Sites the OPIS Indexes used will be:

[**OPIS GROSS RENEWABLE R99 ULTRA LOW SULFUR DISTILLATE PRICES – San Francisco**](#)

and

[**OPIS GROSS RENEWABLE R99 ULTRA LOW SULFUR RED DYE DISTILLATE PRICES – San Francisco**](#)

B. Diesel CARB No. 2 Ultra Low Sulfur Reference Indexes

For City of SF Sites the OPIS Index used will be:

[OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST – San Francisco](#)

IV. Compliance with Federal, State and Local Laws, Regulations and Standards:

Contractor shall comply with Federal, State and Local laws, regulations and standards that pertain to transport and delivery of fuel and fuel-related products.

V. Specifications

Renewable Diesel (R99) Specifications

- a. All fuel deliveries under this contract shall be temperature adjusted to 60 degrees Fahrenheit
- b. Diesel fuel delivered (Clear and Red-Dye) must be at least 99% Renewable Diesel except where #2 Ultra Low Sulfur Diesel is approved for City use. All fuel types are to meet the latest versions of the following standards:
 - i. ASTM – D975-12a
 - ii. ASTM – D6866
 - iii. Must meet the definition as described in the California Air Resources Board Alternative Diesel Fuel regulations and California diesel fuel regulations under Title 13, California Code of Regulations, Sections 2281-2285.
- c. For all Material Safety Data Sheets (MSDS) submitted on proposed products, Contractor shall immediately furnish updates as soon as they become available.
- d. Contractor shall comply with the Low Carbon Fuel Standard (LCFS), which is designed to decrease the carbon intensity of California's transportation fuel pool and provide an increasing range of low-carbon and renewable alternatives.
- e. All products supplied by Contractor may be subject to periodic testing by independent laboratories at City's option to determine whether products being supplied meet specifications. In the event products supplied fail to meet specifications, Contractor may be required to remove and replace them at their own expense or make other adjustments as deemed appropriate by City.

Appendix B Calculation of Charges

1. Price List

City of SF Sites

Fuel Type	Delivery Volumes (gal.)	OPIS Differential Pricing
Diesel - Clear	<= 500	0.85
Diesel - Clear	501 - 1,000	0.55
Diesel - Clear	1,001 - 3,000	0.45
Diesel - Clear	3,001 - 5,000	0.40
Diesel - Clear	5,001 - 7,000	0.35
Diesel - Clear	> 7,000	-0.25

Fuel Type	Delivery Volumes (gal.)	OPIS Differential Pricing
Diesel – Red Dye	<= 100	1.50
Diesel – Red Dye	101 - 250	1.05
Diesel – Red Dye	251 - 1,000	0.75
Diesel – Red Dye	1,001 - 3,000	0.55
Diesel – Red Dye	> 3,000	0.50

Diesel fuel prices shall be adjusted automatically on a daily basis according to Appendix A, III. for appropriate fuel product as published by OPIS.

2. Price Adjustments.

Diesel

Contractor's bid price mark-up or mark-down on contract average daily rack prices as listed in Oil Price Information Service (OPIS) indexes for gasoline and diesel fuels are to be firm for the term of the Agreement, from start date through the end of the term, including extensions.

Appendix C Regulatory and Compliance Requirements

1. Additional Goods.

If, in the satisfaction of governmental interests it is necessary to purchase additional Goods from Contractor, additional Goods may be added to this Agreement by mutual agreement of the Parties in accordance with Chapter 21 of the San Francisco Administrative Code, including, but not limited to, additional fuel types, fuel mixes or additives, or compliance items related to changes in state or federal fuel standards.

2. Regulatory and Green Purchasing Requirements

Contractor shall comply with the Low Carbon Fuel Standard (LCFS), which is designed to decrease the carbon intensity of California's transportation fuel pool and provide an increasing range of low-carbon and renewable alternatives.

<https://ww2.arb.ca.gov/our-work/programs/low-carbon-fuel-standard>

3. Delivery (General)

Contractor must comply with the following delivery requirements.

- A. **Notice of Delivery:** Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior scheduling will be rejected by the department with no additional costs incurred.
- B. **Hours of Delivery:** All deliveries shall be made and accepted according to each listed department's posted acceptable delivery schedules at specific address locations listed in this Appendix C.
- C. **Substitutions:** No substitutions will be allowed unless approved in advance in writing by City.
- D. **Delivery Timelines:** Product delivery shall be made within 48 hours for fuel deliveries and within 3 business days for all other products following Contractor's receipt of order. When products are not delivered within the term and time frame specified, City reserves the right to purchase products from another supplier to minimize equipment downtime and the Contractor will be required to pay any cost differentials.
- E. **Emergency Deliveries and Emergency Plan:** Emergency deliveries shall be delivered by best means possible. Should the emergency delivery cause City to incur additional costs not contemplated by this Agreement, Contractor shall obtain City's prior approval. Contractor shall notify City of the estimated time of delivery. In the event of demand spikes, regional or industry wide fuel shortages, Governor-proclaimed and/or local states of emergency, and catastrophes, Contractor shall exercise commercially reasonable efforts to make delivery of Fuel Products to Purchasers in a priority manner.
 - 1. During times of Governor-proclaimed and/or local states of emergency and/or catastrophic events, Contractor shall keep delivery sources staffed with employees on call 24 hours a day 7 days a week.

2. In the event of an emergency, Contractor shall use commercially reasonable efforts to:
 - i. Ensure that ordering departments are supplied with adequate amounts of fuel in preparation for Events
 - ii. Ensure deliveries to ordering departments are Contractor's first priority to the extent commercially reasonable;
 - iii. Establish priorities for deliveries to City based on direct communications with City or interactions with State or Local Departments of Emergency Management, as may be required;
 - iv. Leverage its supply chain, including backup supplies, to insure continuous supply to City during an Event; and
 - v. Provide Fuel Products whenever it is safe to do so. Roads will be determined to be unsafe if they are declared as closed by local, state, or federal government or upon the reasonable business judgment of Contractor.
3. City will be responsible for identifying the threat level for emergency delivery timeline. State or Local Departments of Emergency Management also may identify the threat level, which shall supersede the City's identified threat level. During times of Governor-proclaimed and/or local states of emergency and/or catastrophic events, Contractor shall make deliveries as follows:
 - i. Immediate threat to persons or property or other emergencies including, but not limited to, loss of power affecting City's ability to provide service: Within four (4) hours. Immediate threat means that persons or property are currently subject to harm. For example, people are in need of immediate medical attention and/or property is currently damaged due to an Event.
 - ii. Imminent threat to persons or property: Within ten (10) hours. Imminent threat means that persons or property will be subject to harm within the near future (i.e., within the next ten (10) hours) due to an Event. For example, if the City does not receive fuel within the near future, people will need medical attention after that time or property will be subject to damage after that time.
 - iii. Impending threat to persons or property: Within eighteen (18) hours. Impending threat means that persons or property will be subject to harm within the foreseeable future due to an Event. For example, a tsunami is forecast, within a reasonable amount of accuracy, to impact California or the roads will not be sufficiently cleared, therefore making them hazardous to travel, if fuel is not delivered.
4. Deliveries may be reduced, increased or delayed, depending on the Event and the immediate need of the City to ensure an ample supply of fuel to affected areas. If a delivery is made short, Contractor shall contact the affected delivery location(s) prior to delivery to inform of the short. If the City location(s) provides a reasonable business justification for refusing the short (for example, usage rate

demonstrates the location risks running out of fuel due to the short delivery) then Contractor shall deliver the fuel in the quantity ordered.

5. During times of demand spikes, regional or industry-wide fuel shortages, urgent need, Governor-proclaimed and/or local states of emergency, catastrophes, and in the event of fuel supply shortages at the terminal established as the primary point of supply for any particular City location, Contractor shall notify the affected locations of the shortage and the expected date of return to normal operations.
 6. In the event of an emergency, Contractor, for the duration of the emergency, may charge its standard emergency fee (which is charged to all other purchasers). Such fee shall be included on the invoice as a separate line item in addition to the standard delivery fee. If no standard emergency fee exists, then a reasonable emergency premium is to be added to the invoice (as a separate line item) in addition to normal contract service fees; Provided, however, that any such emergency fee must be invoiced to all of Contractor's customers.
 7. In the event of an emergency, Contractor will guarantee fulfillment of an emergency Keep-Full delivery within a maximum of six (6) hours of a verbal, electronic, written or otherwise submitted order. Emergency orders are to be top priority and Contractor must be equipped and prepared to successfully fulfill an emergency delivery 7 days a week, 24 hours a day. Contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor must provide the emergency plan upon purchaser's request.
- F. **Back Orders:** Contractor shall notify the ordering department immediately if it is unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to City. In the event that back-ordered items are delayed in excess of five (5) working days, City reserves the right to reject partial shipment or cancel the item(s) ordered from the Agreement, at no additional cost incurred to City.
- G. **Negligence:** Contractor assumes all liability and responsibilities for the handling and transportation of fuels or fuel products until it has been placed in the storage tank. Contractor shall be responsible for any and all damage to buildings and/or properties caused by delivery trucks, operating personnel and damages or services necessitated by the failure to deliver fuels/lubricants/oils or the delivery of faulty product and equipment. Any repair or clean up services shall be made at Contractor's expense and to the satisfaction of the City. If Contractor fails to comply with these requirements within a reasonable time, City may deem it expedient to repair damages and perform the necessary services at the expense of Contractor. Should the fuels/lubricants/oils be unloaded into the incorrect tank (i.e. diesel fuel into a gasoline storage tank), Contractor is responsible for the immediate removal, cleaning, replacement of all products, any resulting damages, fines, or penalties, and the loss of revenue.
- H. **Spills During Delivery:** Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors. Contractor shall take all measures as required by law to

prevent fuel/lubricant/oil spills (which includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land, water, or sewer basin). In the event of a fuel/lubricant/oil spill, leak, or release, Contractor shall be responsible for the required notifications, containment, clean up, and disposal of the spilled materials and agrees to take the following actions:

1. If warranted, evacuate and warn those persons that may be affected by the spill.
2. Immediately contact the appropriate Emergency Response Agencies as required.
3. Notify the appropriate City representative of the spill within two (2) hours.
4. At Contractor's expense, clean up the spill in a manner that complies with federal, state, and local laws, regulations, rules, and standards.
5. At Contractor's expense, repair or replace all damaged City property, facilities, and equipment including any fines suffered as a result of Contractor's spill.
6. For spills that occur other than on City's owned or leased property; provide all notifications and reports as specified by federal, state, and local laws, regulations, rules, standards, and permits.
7. At Contractor's expense, attend additional spill prevention training.
8. At Contractor's expense, acquire additional spill prevention equipment.

Should Contractor fail or refuse to take the appropriate and timely containment, clean up, and disposal actions, the City may do so and the contractor shall reimburse the City for all expenses incurred including fines or penalties levied by appropriate agencies of federal, state, or local governments. If there are no moneys due, the remediation costs shall be the responsibility of Contractor.

- I. **Release of Hazardous Materials:** Contractor shall bear full and exclusive responsibility for any release by Contractor of hazardous or nonhazardous chemicals or substances during the course of performance of the contract. Contractor shall immediately report any such release to the City employee accepting the delivery. Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the City and its officers, agents and employees as a result of such release.

4. Delivery (Specific)

Contractor must comply with the following delivery requirements for diesel deliveries:

- A. When making fuel deliveries under this Contract, the Contractor shall use equipment which complies with all applicable Federal, State and local government regulations.
- B. Each delivery of diesel must be accompanied by a Delivery Receipt or similar document verifying the amount of fuel delivered. Delivery Receipts or similar documents are to be left on site at delivery and electronically sent via email to specific City department personnel (e-mails to be provided separately) within 24 hours of delivery.
- C. For purposes of this Contract, "split load" shall be defined as any delivery that contains any combination of fuel types being delivered to multiple tanks at a single location during a single delivery. Split loads or partial shipments to the City where there are multiple tanks within a single delivery site are not acceptable unless prior written approval from the City is received. For deliveries to multiple fuel sites, any split load fees are to be divided evenly among the ordering sites.

- D. The San Francisco Fire Department has two (2) fire boats located at Pier 22 ½ that require red dye diesel fuel. As fueling would take place from land, the Contractor will be required to provide a 150-foot flexible hose to perform and complete deliveries.
- E. Special SFMTA Diesel Delivery Requirements: In support of the San Francisco Municipal Transportation Agency's (SFMTA) 600 plus diesel coaches that provide public transportation to the City and County of San Francisco, adequate supplies of Renewable Diesel are required to be on hand at all times. As such, Contractor should be aware of any special arrangements requested by the agency which may include, but are not limited to, the following:
1. SFMTA will require a "keep full" plan for its roster of fuel tanks that will operate at levels of at least 50% full. This requirement may necessitate deliveries to SFMTA locations 7 days a week and may require more than 1 delivery per day to a specific delivery point when actual usage exceeds the average.
 2. SFMTA utilizes the remote monitoring system MyTankInfo, a web-based program that will be made available to Contractor on a read-only basis. Contractor shall use MyTankInfo or other remote monitoring system as approved by the City to manage the SFMTA account to ensure that SFMTA tanks are kept full as described above. Contractor shall ensure that all delivery staff are trained in the use of MyTankInfo. Contractor's delivery staff shall measure the fill status of each tank before making any delivery and upon completing any delivery.
 3. Contractor shall immediately suspend any delivery creating an alarm condition at any SFMTA facility. Any delivery resulting in a tank exceeding 90 % capacity shall be considered an overfill.
 4. In the event sufficient supplies of Renewable Diesel are not available to meet the "keep full" levels required above, SFMTA reserves the right to authorize and accept delivery of CARB No. 2 Ultra-Low Sulfur Diesel fuel if Renewable Diesel cannot be sourced from any awarded secondary fuel provider. In such cases, Contractor shall give no less than 3 business day's written notice of any such lack of supply to SFMTA representatives.
 5. Each delivery of Renewable Diesel from new feedstock, carbon intensity (CI) value or production sources shall include a labeled, representative sample of pure Renewable Diesel for SFMTA retention. Contractor shall provide SFMTA location receiving the Renewable Diesel with a sample (1000 ml) of the neat (pure) Renewable Diesel for each truck load delivered. Renewable Diesel may be subject to routine testing for confirming concentrations and for compliance with specifications.

City Diesel Sites

Dept.	Site/Tank Name	Site Street Address	City	Tank Size (gal.)	Above / Below Ground	Clear or Red-Dye	Minimum % Full Level	Typical Fuel Deliv. Amt. (gal.)	Average Yearly Use (gal.)	Hours of Oper.	Deliv. Hours	Accommodate small (4K gal.) or large (8.5K gal.) truck?
MTA	Woods #2	1095 Indiana Street	San Francisco	20,000	Below	Clear	50%	5,000	400,000	24 Hours	9a-12p	Either
MTA	Woods #3	1095 Indiana Street	San Francisco	20,000	Below	Clear	50%	5,000	400,000	24 Hours	9a-12p	Either
MTA	Woods #4	1095 Indiana Street	San Francisco	20,000	Below	Clear	50%	5,000	400,000	24 Hours	9a-12p	Either
MTA	Woods #5	1095 Indiana Street	San Francisco	20,000	Below	Clear	50%	5,000	400,000	24 Hours	9a-12p	Either
MTA	Flynn #1	1940 Harrison Street	San Francisco	20,000	Above	Clear	50%	5,000	275,000	24 Hours	9a-12p	Either
MTA	Flynn #2	1940 Harrison Street	San Francisco	20,000	Above	Clear	50%	5,000	275,000	24 Hours	9a-12p	Either
MTA	Flynn #3	1940 Harrison Street	San Francisco	20,000	Above	Clear	50%	5,000	275,000	24 Hours	9a-12p	Either
MTA	Islais Creek #1	1301 Cesar Chavez Street	San Francisco	25,000	Below	Clear	50%	5,000	370,000	24 Hours	9a-12p	Either
MTA	Islais Creek #2	1301 Cesar Chavez Street	San Francisco	25,000	Below	Clear	50%	5,000	370,000	24 Hours	9a-12p	Either
MTA	Kirkland	151 Beach Street	San Francisco	20,000	Below	Clear	50%	5,000	250,000	24 Hours	9a-12p	Either
MTA	Kirkland	151 Beach Street	San Francisco	20,000	Below	Clear	50%	5,000	250,000	24 Hours	9a-12p	Either

MTA	Marin #1	1399 Marin Street	San Francisco	10,000	Above	Clear	50%	5,000	12,000	24 Hours	9a-12p	Either
MTA	Marin #2	1399 Marin Street	San Francisco	8,000	Above	Clear	50%	5,000	12,000	24 Hours	9a-12p	Either
MTA	MMT #1	2 Mission Street	San Francisco	100	Above	Clear	50%	Self Fill		24 Hours	9a-12p	Small Truck Only
MTA	MMT #2	2 Mission Street	San Francisco	1,000	Above	Clear	50%	Self Fill		24 Hours	9a-12p	Small Truck Only
PUC - Water & Treatment	CDD	1990 Newcomb Avenue	San Francisco	2,100	Below	Clear	25%	1,500	55,000	7a-3:30p	8a-2p	Either
PUC - Water & Treatment	CDD	1990 Newcomb Avenue	San Francisco	2,400	Below	Red Dye	25%	1,500	3,000	7a-3:30p	8a-2p	Either
PUC - Water & Treatment	Sunol	505 Paloma Way	Sunol	2,000	Above	Clear	50%	1,000	18,000	7a-3:30p	7a-1:30p	Either
PUC - Water & Treatment	Sunol	505 Paloma Way	Sunol	322	Above	Red Dye	50%	150		7a-3:30p	7a-1:30p	Either
PUC - Water & Treatment	Millbrae	1000 El Camino Real	Millbrae	4,000	Below	Clear	50%	2,000	18,000	7a-5p	7a-3:30p	Either
PUC - Water & Treatment	Millbrae	1000 El Camino Real	Millbrae	2,500	Above	Red Dye	50%	1,200		7a-5p	7a-3:30p	Either
PUC - Water & Treatment	Harry Tracy Water Tr Plnt	2901 Crystal Springs Avenue	San Bruno	12,000	Above	Red Dye	50%	2,000	4,000	24 Hours	7a-3:30p	Either
PUC - Water & Treatment	Harry Tracy Water Tr Plnt	2901 Crystal Springs Avenue	San Bruno	12,000	Above	Red Dye	50%	2,000	4,000	24 Hours	7a-3:30p	Either
PUC - Water & Treatment	Harry Tracy Water Tr Plnt	2901 Crystal Springs Avenue	San Bruno	1,200	Above	Red Dye	50%	400	1,000	24 Hours	7a-3:30p	Either
PUC - Water & Treatment	Harry Tracy Water Tr Plnt	2901 Crystal Springs Avenue	San Bruno	100	Above	Red Dye	50%		100	24 Hours	7a-3:30p	Either

PUC - Water & Treatment	Harry Tracy Water Tr Plnt	2901 Crystal Springs Avenue	San Bruno	100	Above	Red Dye	50%		100	24 Hours	7a-3:30p	Either
PUC - Water & Treatment	Harry Tracy Water Tr Plnt	2901 Crystal Springs Avenue	San Bruno	250	Above	Red Dye	50%		150	24 Hours	7a-3:30p	Either
PUC - Water & Treatment	Sunol Valley Treat. Plant	8653 Calaveras Road	Sunol	10,000	Above	Red Dye	50%	3,000	4,750	24 Hours	7a-3:30p	Either
PUC - Water & Treatment	Sunol Valley Treat. Plant	8653 Calaveras Road	Sunol	325	Above	Red Dye	50%		50	24 Hours	7a-3:30p	Either
PUC - Water & Treatment	San Antonio Pump Sta.	55555 Calaveras Road	Sunol	10,000	Above	Red Dye	50%	3,000		24 Hours	7a-3:30p	Either
PUC - Water & Treatment	San Antonio Pump Sta.	55555 Calaveras Road	Sunol	9,000	Above	Red Dye	50%			24 Hours	7a-3:30p	Either
PUC - Water & Treatment	San Antonio Pump Sta.	55555 Calaveras Road	Sunol	9,000	Above	Red Dye	50%			24 Hours	7a-3:30p	Either
PUC - Water & Treatment	San Antonio Pump Sta.	55555 Calaveras Road	Sunol	325	Above	Red Dye	50%			24 Hours	7a-3:30p	Either
PUC - Water & Treatment	San Antonio Pump Sta.	55555 Calaveras Road	Sunol	200	Above	Red Dye	50%			24 Hours	7a-3:30p	Either
PUC - Water & Treatment	San Antonio Pump Sta.	55555 Calaveras Road	Sunol	200	Above	Red Dye	50%			24 Hours	7a-3:30p	Either
PUC - Water & Treatment	Tesla Treatment	900 Vernalis Road	Tracy	8,000	Above	Red Dye	50%	4,000	2,500	7a-3:30p	7a-3:30p	Either
PUC - Water & Treatment	Tesla Treatment	900 Vernalis Road	Tracy	8,000	Above	Red Dye	50%	4,000	2,500	7a-3:30p	7a-3:30p	Either
PUC - Water & Treatment	Tesla Treatment	900 Vernalis Road	Tracy	150	Above	Red Dye	50%			7a-3:30p	7a-3:30p	Either
PUC - Water & Treatment	Tesla Treatment	900 Vernalis Road	Tracy	150	Above	Red Dye	50%			7a-3:30p	7a-3:30p	Either
PUC - Water & Treatment		698 Second Street	San Francisco	10,000	Below	Red Dye	80%	2,000	2,000	24 Hours	24 Hours	Either

PUC - Water & Treatment		698 Second Street	San Francisco	10,000	Below	Red Dye	80%	2,000	2,000	24 Hours	24 Hours	Either
PUC - City Distribution		3455 Van Ness Avenue	San Francisco	7,600	Below	Red Dye	80%	1,500		24 Hours	24 Hours	Either
PUC - City Distribution		3455 Van Ness Avenue	San Francisco	7,600	Below	Red Dye	80%	1,500		24 Hours	24 Hours	Either
PUC - Water Supply & Treatment	Baden Pump Station	609 West Orange Avenue	S. San Francisco	10,000	Above	Red Dye	50%	2,000	2,000	7a-3:30p	7a-3:30p	Either
PUC - Water Supply & Treatment	Baden Pump Station	609 West Orange Avenue	S. San Francisco	2,500	Above	Red Dye	50%		250	7a-3:30p	7a-3:30p	Either
PUC - Water Supply & Treatment	Baden Pump Station	609 West Orange Avenue	S. San Francisco	1,500	Above	Red Dye	50%		250	7a-3:30p	7a-3:30p	Either
PUC - CDD		991 Lake Merced Blvd	San Francisco	15,000	Below	Clear			1,000			
PUC - CDD		991 Lake Merced Blvd	San Francisco	15,000	Below	Clear			1,000			
PUC - Water & Treatment		1700 Jerrold Avenue	San Francisco			Clear			800			
PUC - Water & Treatment		525 Golden Gate Avenue	San Francisco			Red Dye			1,000			
PUC - Water & Treatment	Sewage Treat. Plant	750 Phelps Street	San Francisco			Red Dye			1,000			
PUC - CDD	Alemany Pump Sta. 1	801 Felton Street	San Francisco	10,000	Below	Clear	80%	2,000	2,000	24 Hours	24 Hours	Either
PUC - CDD	Alemany Pump Sta. 2	801 Felton Street	San Francisco	10,000	Below	Clear	80%	2,000	2,000	24 Hours	24 Hours	Either
PUC - Water & Treatment		2725 Oakdale Avenue	San Francisco			Red Dye			300			

PUC - CDD	Summit Pump Sta.	246 Olympia Way	San Francisco	3,000	Below	Red Dye	80%	750	300	24/7/3 65	Any	Either
PUC - CDD	Bay Bridge Pump Sta.	490 Main Street	San Francisco	2,400	Below	Red Dye	80%	375	300	24/7/3 65	Any	Either
PUC - CDD	Central Pump Sta. 1	23rd and Sloat Blvd.	San Francisco	8,000	Below	Red Dye	80%	1,500	300	24/7/3 65	Any	Either
PUC - CDD	Central Pump Sta. 2	23rd and Sloat Blvd.	San Francisco	8,000	Below	Red Dye	80%	1,500	300	24/7/3 65	Any	Either
PUC - CDD	Clarendon Pump Sta.	999 Clarendon Avenue	San Francisco	2,500	Below	Red Dye	80%	750	200	24/7/3 65	Any	Either
PUC - CDD	McLaren Pump Sta.	834 Woolsey Street	San Francisco	3,000	Below	Red Dye	80%	750	100	24/7/3 65	Any	Either
PUC-WWE	ZWS Zoo Weather Pump Sta.	2995 Sloat Blvd	San Francisco	1,000	Above	Red Dye	75%					
PUC-WWE	BFS Bruce Flynn Pump Sta.	595 Davidson Ave (at Rankin St.) (1700 Evans Street)	San Francisco	500	Above	Red Dye	75%					
PUC-WWE	GFS Griffith St. Pump Sta.	1601 Griffith Street (at Thomas Ave.)	San Francisco	500	Above	Red Dye	75%					
PUC-WWE	TIS01 Treasure Isl. Pump Sta.	1220 Avenue M, Treasure Island	San Francisco	300	Above	Clear	75%					
PUC-WWE	CHS Channel Pump Sta.	455 Berry Street	San Francisco	500	Above	Red Dye	75%					
PUC-WWE	OSP821 Oceanside Treat. Plant	3500 Great Highway	San Francisco	3,500	Above	Red Dye	75%					
PUC-WWE	MS6 Mission Bay 6 Pump Sta.	450 Terry A. Francois Blvd. #6 Bldg	San Francisco	1,000	Below	Red Dye	75%					

PUC-WWE	NSS N. Shore Pump Sta.	2001 Kearny St	San Francisco	1,893 (Belly)	Above	Red Dye	75%					
PUC-WWE	SEP 260 SE Plant	750 Phelps Street	San Francisco	333 (Belly)	Above	Red Dye	75%					
PUC-WWE	SEP 522 SE Plant	750 Phelps Street	San Francisco	305 (Belly)	Above	Red Dye	75%					
PUC-WWE	SEP 925 SE Plant	750 Phelps Street	San Francisco	372 (Belly)	Above	Red Dye	75%					
PUC-WWE	SEP 990 SE Plant	750 Phelps Street	San Francisco	706 (Belly)	Above	Red Dye	75%					
PUC-WWE	SEP 741 SE Plant Dystor	1701 Jerrold Avenue	San Francisco	138 (Belly)	Above	Red Dye	75%					
PUC-WWE	SEP 821 SE Plant Flares	1701 Jerrold Avenue	San Francisco	87 (Belly)	Above	Red Dye	75%					
PUC-WWE	BRS Bruton St. Sanitary	28 Bruton Street	San Francisco	402 (Belly)	Above	Red Dye	75%					
PUC-WWE	MRS Macalla Rd. Sanitary	530 Macalla Road, Yerba Buena Island	San Francisco	190 (Belly)	Above	Red Dye	75%					
PUC-WWE	NGS N. Gate Sanitary	236 N. Gate Road, Yerba Buena Island	San Francisco	152 (Belly)	Above	Red Dye	75%					
SFFD	BOE	1415 Evans St	San Francisco	2,000	Above	Clear	50%	1,000	15,000	24 Hours	9a-5p	Either
SFFD	BOE Mobile Unit	2501 25th St	San Francisco	2,850	Below	Clear	50%	1,200	2,000	24 Hours	9a-5p	Either
SFFD	Station 2	1340 Powell St	San Francisco	1,000	Below	Clear	50%	550	9,250	24 Hours	9a-5p	Either
SFFD	Station 4	449 Mission Rock	San Francisco	8,000	Below	Clear	50%	1,300	9,500	24 Hours	9a-5p	Either

SFFD	Station 5	1301 Turk St	San Francisco	8,000	Below	Clear	50%	1,500	20,000	24 Hours	9a-5p	Either
SFFD	Station 6	135 Sanchez St	San Francisco	3,000	Below	Clear	50%	1,000	13,000	24 Hours	9a-5p	Either
SFFD	Station 7	2300 Folsom St	San Francisco	3,000	Below	Clear	50%	1,400	16,500	24 Hours	9a-5p	Either
SFFD	Station 8	36 Bluxome St	San Francisco	3,000	Below	Clear	50%	1,800	10,000	24 Hours	9a-5p	Either
SFFD	Station 9	2245 Jerrold St	San Francisco	3,000	Below	Clear	50%	1,100	14,000	24 Hours	9a-5p	Either
SFFD	Station 11	3880 26th St	San Francisco	3,000	Below	Clear	50%	850	12,000	24 Hours	9a-5p	Either
SFFD	Station 13	530 Sansome St	San Francisco	6,000	Below	Clear	50%	1,300	20,000	24 Hours	9a-5p	Either
SFFD	Station 14	551 26th Ave	San Francisco	1,000	Below	Clear	50%	900	14,000	24 Hours	9a-5p	Either
SFFD	Station 15	1000 Ocean Ave	San Francisco	3,000	Below	Clear	50%	1,200	11,000	24 Hours	9a-5p	Either
SFFD	Station 16	2251 Greenwich	San Francisco	3,000	Below	Clear	50%	1,300	15,000	24 Hours	9a-5p	Either
SFFD	Station 18	1935 32nd Ave	San Francisco	3,000	Below	Clear	50%	1,200	11,000	24 Hours	9a-5p	Either
SFFD	Station 40	2155 18th Ave	San Francisco	1,000	Below	Clear	50%	500	8,000	24 Hours	9a-5p	Either
SFFD	Station 43	720 Moscow St	San Francisco	3,000	Below	Clear	50%	900	3,500	24 Hours	9a-5p	Either
SFFD	Station 44	1298 Girard St	San Francisco	3,000	Below	Clear	50%	800	7,000	24 Hours	9a-5p	Either
SFFD	Station 49	2241 Jerrold St	San Francisco	3,000		Clear	50%	1,200		24 Hours	9a-5p	Either

SFFD	Station 49	2241 Jerrold St	San Francisco	2,500		Clear	50%			24 Hours	9a-5p	Either
SFFD	DOT TI	600 Avenue M - Treasure Island	San Francisco	1,000	Above	Clear	50%	800	3,500	24 Hours	9a-5p	Either
SFFD	Station 35F	Pier 22 1/2	San Francisco	1,200	Above	Red Dye	50%	250	1,000	24 Hours	9a-5p	Either
SFFD	Phoenix (Fireboat 1)	Pier 26	San Francisco	2,600	Above	Red Dye	50%	1,000	2,000	24 Hours	9a-5p	Unknown lbs. Capacity of Ramp to barge
SFFD	St. Francis (Fireboat 3)	Pier 26	San Francisco	12,000	Above	Red Dye	50%	2,500	2,500	24 Hours	9a-5p	Unknown lbs. Capacity of Ramp to barge
Public Health		375 Laguna Honda Blvd.	San Francisco	5,000	Above	Clear				24 Hours	24 Hours	Small Truck Only
Public Health		375 Laguna Honda Blvd.	San Francisco	15,000	Below	Clear				24 Hours	24 Hours	Either
Public Health		375 Laguna Honda Blvd.	San Francisco	15,000	Below	Clear				24 Hours	24 Hours	Either
Public Health		1001 Potrero Avenue	San Francisco			Red Dye			8,000			
Public Health		887 Potrero Avenue	San Francisco			Red Dye			6,000			
Public Health		2789 25th Street	San Francisco			Red Dye			7,000			
Central Shops	DPW Yard Tank #2	2323 Cesar Chavez Street	San Francisco	10,300	Below	Clear	80%	3,060	440,000	6a-4p	12a-5a	Either

Central Shops	GGP Tank #3	100 Martin Luther King Drive	San Francisco	5,400	Below	Clear	80%	1,202	82,000	7a-4p	12a-6a	Small Truck Only
Central Shops	Mobile Truck	555 Selby Street	San Francisco	1,800	Above	Clear	100%	900	7,400	7a-4p	7a-12p	Either
SFO		900 North Access Road	San Francisco	12,000	Above	Clear	50%	5,000	80,000	24 Hours	7a-3p	Either
Rec and Parks	Harding Park	899 Lake Merced Blvd (& Higuera)	San Francisco	600	Above	Red Dye	50%	250	9,000	5a-1:30p	5a-1:30p	Small Truck Only
Rec and Parks	Sharp Park	2600 Francisco Blvd (Route 1 & Sharp Park Road)	Pacifica	600	Above	Red Dye	50%	250	2,750	5a-1:30p	5a-1:30p	Small Truck Only
Rec and Parks	Lincoln Park	34th Avenue and Clement Street	San Francisco	600	Above	Red Dye	50%	250	1,800	5a-1:30p	5a-1:30p	Small Truck Only
Sheriff's Department	CJ3	1 Moreland Drive	San Bruno	1,200	Above			No deliv. 3 years		24 Hours	8a-2:30p	
Sheriff's Department	CJ3	1 Moreland Drive	San Bruno	25,000	Above			No deliv. 3 years		24 Hours	8a-2:30p	
Sheriff's Department	CJ2	425 7th Street	San Francisco	12,000	Below			No deliv. 3 years		24 Hours	8a-2:30p	
Sheriff's Department	Generator Tank	120 14th Street	San Francisco	1,000		Red Dye		No deliv. 3 years			8a-3:30p	

Sheriff's Department		City Hall - Room 008	San Francisco			Red Dye		No deliv. 3 years				
Juvenile Probation		500 Log Cabin Ranch Road	La Honda			Red Dye						
DPW		1170 Market Street	San Francisco			Red Dye			500			
Port ?		The Embarcadero				Red Dye			500			
ADM - RE	Chief Med. Examiner					Red Dye			2,000			
ADM - RE	Public Safety Bldg	1245 Third Street	San Francisco			Red Dye			2,000			
ADM - RE	Crime Lab	1995 Evans Avenue	San Francisco			Red Dye			700			
ADM		606 Manseau Street	San Francisco			Red Dye			500			
ADM		1740 17th Street	San Francisco			Red Dye			100			

5. Other Requirements.

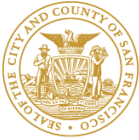
- A. **Hours of Operation:** Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the Agreement, and be open at all times during that period. Additionally, Contractor shall supply after-hours contacts in the event of logistics adjustments or other unforeseen circumstances.
- B. **Support:** Contractor shall be responsible for providing technical support and assistance to City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, Contractor shall provide personnel with in-depth technical knowledge of the products Contractor is providing under this Agreement, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).

Appendix D

Contractor Performance Metrics

- A. Performance.** Contractor shall guarantee that it and its staff perform under this contract to the highest level of service. Failure to perform according to this contract will result in a negative performance assessment and the application of a monetary credit in favor of the City each time a negative performance threshold is exceeded, as set forth in Section C below. These negative performance assessments will result from feedback and observations provided by City employees in writing.
- B. Notice.** The City shall notify Contractor in writing when a threshold has been exceeded and when the credit will be applied. Documentation will consist of a brief description of the performance failure incident, the date, and the approximate time of occurrence.
- C. Performance Thresholds and Credits to the City.** The below performance thresholds will be enforced by the City. The City shall deduct an amount equal to the credit to the City when threshold exceeded from any payment due or to become due to the Contractor under this Agreement or any other agreement between the Parties. Credit will be applied no earlier than fourteen (14) days after notice is sent to Contractor.
- D. Non-Material breach.** The remedies of this Appendix D are intended to remedy minor or non-material breaches of the Performance Metrics of this Agreement. This process is independent of the Termination and Default provisions of Article 8, though if failure to perform obligations increases to a level of severity resulting in default or material breach, remedial actions authorized by Article 8 may occur. Credits allocated under this Appendix shall be applied regardless of whether the City provided a notice of default under Article 8 Termination and Default of the Agreement.

Performance Type	Performance Failure	Allowable Negative Performance Threshold during Agreement Term	Credit to the City Upon Contractor Exceeding Allowable Negative Performance Threshold (Credit is due until performance failure has been cured)
Performance - Missed Delivery	Contractor fails to show up to a scheduled delivery appointment unless Contractor submits written proof that such failure is not due to Contractor's conduct.	5	\$50/occurrence
Performance - Late Delivery (After Missed Delivery)	Contractor fails to deliver product within 1 day after missing a scheduled delivery appointment unless Contractor submits written proof that such failure is not due to Contractor's conduct.	8	\$50/day delivery is delayed
Performance - Late Delivery (Same Day)	Contractor fails to deliver product within the designated delivery window of an existing appointment unless Contractor submits written proof that such failure is not due to Contractor's conduct.	8	\$25/occurrence
Performance – Missing Delivery Receipt	Contractor fails to provide a delivery receipt on site or electronically.	10	\$25/occurrence
Invoicing	Contractor fails to accurately bill the City for goods delivered according to contract terms.	10	20% of the corrected invoice value or \$100, whichever is less
Invoicing (Late)	Contractor fails to send an invoice within 7 days of the corresponding delivery date.	10	2% of invoice total, not including taxes
Customer Service	Contractor fails to reply to the City's request for orders, quotes, or other information within 3 business days.	5	\$10/each late day
Performance (Poor Quality Product)	Contractor delivers product that does not adhere to the quality standards set forth in this agreement.	3	\$500 plus all associated costs including, but not limited to, replacement of product or entire product supply, costs to decontaminate tanks, etc.
Performance (Incorrect Product Type)	Contractor delivers incorrect product type to City tank facilities.	3	\$1,000 plus all associated costs including, but not limited to, replacement of tank's entire fuel supply, decontamination of tanks, etc.



**San Francisco Office of the City Administrator
City Administrator Carmen Chu**

Diesel and Gasoline Fuel

File 25-0884 and 25-0885

Office of Contract Administration

Board of Supervisors' Budget and Finance Committee

October 1, 2025

Diesel Contract Summary

- Provides diesel fuel for all City Departments
- Awarded to Golden Gate Petroleum via competitive solicitation in August 2025
 - Current NTE \$195M, ending on October 31, 2033
- Pricing based on fixed mark-up/mark-down differential from daily OPIS fuel price indexes
- Used heavily by MTA department

Prior Contract Encumbrances

FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	TOTAL SPEND	Avg. Monthly Spend
\$22.8 M	\$2.7 M	\$31.2 M	\$4.6 M	\$19.5 M	\$15.4 M	\$96.3 M	\$16,060,000

- City expenses and encumbrances saw increases during most recent fiscal years of prior contract and those averages were used to assist forecasted use of new contract.

Proposed Diesel Contract

- Request approval of resolution authorizing OCA to execute a contract with Golden Gate Petroleum, as follows, which is based on actual and projected expenditures and additional 20% contingency over the potential 8-year contract term:
 - Five-year contract with three-year option for a \$195M NTE

Gasoline Contract Summary

- Provides gasoline fuel for all City Departments
- Awarded to Pacific Coast Petroleum via competitive solicitation in August 2025
 - Current NTE \$93M, ending on October 31, 2033
- Pricing based on fixed mark-up/mark-down differential from daily OPIS fuel price indexes
- Used heavily by Fleet Management to service POL, DPW, RecPark

Prior Contract Encumbrances

FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	TOTAL SPEND	Avg. Monthly Spend
\$5.4 M	\$5.6 M	\$7.8 M	\$8.3 M	\$8.3 M	\$8.9 M	\$44.2 M	\$614,861

- City expenses and encumbrances saw increases during most recent fiscal years of prior contract and those averages were used to assist forecasted use of new contract.

Proposed Gasoline Contract

- Request approval of resolution authorizing OCA to execute a contract with Pacific Coast Petroleum, as follows, which is based on actual and projected expenditures and additional 20% contingency over the potential 8-year contract term:
 - Five-year contract with three-year option for a \$93M NTE

Thank You

How is Pricing Determined?

- Contract price is a mark-up or mark-down on OPIS daily average rack prices for diesel fuel, for San Francisco and Stockton.
- OPIS = Oil Price Information Service
- OPIS maintains the world's most comprehensive price benchmarking database of U.S. wholesale fuel prices.
- OPIS is relied on by major oil companies, dealers, most metro transit authorities, and all levels of government.
- Unbiased and independent, has no stake in fuel transactions, and is not funded by the oil industry; and adheres to Anti-Trust Policy guidelines, determined by independent legal counsel. Do not provide info to suppliers until the info is effective and sent to customers.
- In the event that OPIS pricing ceases to be published, or is materially changed, either party may request a new basis to determine pricing for this contract. If a mutual agreement cannot be reached within 30 days, this contract will be terminated.
- Bid prices are all inclusive of delivery, freight, environment fees, and taxes.

City and County of San Francisco
Sourcing Event ID 0000010800 | Dept Contract ID: TC70888

Formal Invitation for Bids for:
Fuel and Related Products

Bid Addendum No. 1

This Solicitation can be viewed on the City's Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx>



Bid Phase	Tentative Date
Invitation for Bids Issued	July 31, 2025
Pre-Bid Conference	Thursday, August 7, 2025; 10:30 A.M. Join on your computer: Meeting ID: 290 032 856 728 5 Passcode: Lc73Y4XP OR CALL IN (AUDIO ONLY): +1 415-906-4659,13978248# United States, San Francisco Phone conference ID: 139 782 48#
Deadline for Written Questions	Monday Wednesday , August 18 13 , 2025 at 12:00 P.M.
Bid Due Date	Wednesday Friday , August 20 15 , 2025 at 2:00 P.M.
Bid Opening	Wednesday Friday , August 20 15 , 2025 at 2:00 P.M.
Notice of Intent to Award	TBA
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Mark Farley Supervising Purchaser, OCA City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Phone: (628) 652-1608 Email: mark.farley@sfgov.org

Attachments

- Attachment 1: City's Contract Terms
- Attachment 2: Bidder Questionnaire and References
- Attachment 3: CMD LBE Forms (Reserved)
- Attachment 4: Bid Sheet Template
- Attachment 5: HCAO and MCO Declaration Forms (Reserved)
- Attachment 6: First Source Hiring Form

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION

Bidders must meet each Minimum Qualification (MQ) listed below. As outlined in the table below, certain documents must be provided with your Bid, while others are due upon being deemed the Apparent Lowest Bidder by OCA. A bid that fails to provide the following documentation at the time requested, will not be eligible for further consideration.

MQ #	Description	When Due to OCA
MQ #1	Completed Attachment 2, City's Questionnaire and References.	Bid Due Date
MQ #2	Completed Attachment 4, Bid Sheet Template	Bid Due Date
MQ #3	Evidence that Bidder has experience in the sale of goods and/or services requested by this Solicitation for at least the previous five (5) consecutive years.	When deemed the Lowest Apparent bidder by OCA
MQ #4	Bidder shall possess all permits, licenses and professional credentials necessary to supply and transport products and perform services as required in this IFB.	When deemed the Lowest Apparent bidder by OCA
MQ #5	Successful bidder must furnish completed Material Safety Data Sheets (MSDS) within ten days of notification to do so for any product supplied under this contract that contains a hazardous substance. Failure to furnish the required completed MSDS for each applicable item may result in rejection of the bid.	When deemed the Lowest Apparent bidder by OCA
MQ #6	Provide Emergency Response Plan	When deemed the Lowest Apparent bidder by OCA

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Invitation for Bids (hereinafter “IFB” or “Solicitation”) is being issued by The Office of Contract Administration (hereinafter, “OCA” or “City”). OCA, on behalf of all City Departments, is seeking qualified suppliers (“Bidders”) to provide offers (“Bid”) for Fuel and Related Products.

The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. City Departments shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

When applicable and practical, Bidders are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City’s most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

2. Selection Overview (Gasoline and Diesel Fuel Aggregates)

Bidders may choose to submit pricing as a Primary Provider and/or Secondary Provider on Bid Sheets. Submitting a proposal as a Primary Provider means a Contractor wishes to be the contracted vendor to provide fuel to City and/or Sierra locations according to the sites and estimated volumes provided in Attachment 1, Appendix C. Proposals for Primary Providers will be evaluated and ranked according to being the lowest responsive Bid. Submitting a proposal as a Secondary Provider means a Contractor wishes to be the contracted vendor called upon by a City department should the contracted Primary Provider occasionally fail to fulfil a fuel delivery. The City intends to make a single contract award for its Secondary Provider.

For each fuel aggregate (Aggregates 1, 1a, 2, 2a), the City intends to award up to two contracts: (1) A first place primary contract shall be awarded to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the Lowest Responsive Primary Bid (“Primary Contractor”) when bidding as Primary Provider on Bid Sheets; and, (2) A second place primary contract may be awarded to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the second Lowest Responsive Bid (“Second Place Primary Contractor”) when bidding as Primary Provider on Bid Sheets. In the event the Primary Contractor fails to consistently provide the awarded goods and/or services in accordance with the contract terms and the City elects to temporarily or permanently change the provider of awarded goods and/or services, the Second Place Primary Contractor will be required to provide said goods and/or services at the pricing submitted in its bid sheets while bidding as Primary Provider until such time the Primary Contractor can demonstrate to the satisfaction of City that it is ready, willing and able to provide said goods and/or service to City. In the event the Second Place Primary Contractor also fails to consistently provide the awarded goods and/or services in accordance with the contract terms, the City reserves the right to request those goods and/or services from any other source.

The City shall also award a secondary contract to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the Lowest Responsive Bid (“Secondary Contractor”) when bidding as Secondary Provider on Bid Sheets. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Bid compliance with Local

Business Enterprise (LBE) requirements and assign a Bid Discount to Bid scores. During the course of the resulting contract(s), the Secondary Contractor will provide fuel in isolated instances where the Primary Contractor cannot provide awarded goods and/or services as scheduled or promised.

Responsive Bids will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Bid compliance with Local Business Enterprise (LBE) requirements and assign a Bid Discount to Bid scores.

3. Selection Overview (Diesel Exhaust Fluid Aggregate)

For Diesel Exhaust Fluid (DEF) the City shall award a single contract to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the Lowest Responsive Bid. Responsive Bids will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Bid compliance with Local Business Enterprise (LBE) requirements and assign a Bid Discount to eligible Bids.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of ~~five (5)~~ ~~seven (7)~~ years. The City at its sole, absolute discretion, shall have the option to extend the term for up to three (3) additional years for a total of ~~eight (8)~~ ~~ten (10)~~ years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of ~~\$156,000,000~~ ~~\$218,000,000~~ for the initial term. This amount is based on City’s estimated spend over the advertised initial contract term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Bidders selected for contract negotiations or for the awarded Bidder(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

E. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Bidder under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Bidder to check for any Addenda to this Solicitation or other published pertinent information.

Bid Phase	Tentative Date
Invitation for Bids Issued	July 31, 2025
Pre-Bid Conference	Thursday, August 7, 2025; 10:30 A.M. Join on your computer: Meeting ID: 290 032 856 728 5 Passcode: Lc73Y4XP OR CALL IN (AUDIO ONLY): +1 415-906-4659,,13978248# United States, San Francisco Phone conference ID: 139 782 48#
Written Questions Due Date	Monday Wednesday , August 18 13 , 2025 at 12:00 P.M.
Bid Due Date	Wednesday Friday , August 20 15 , 2025 at 2:00 P.M.
Notice of Intent to Award	TBA
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Pre-Bid Conference Details The Pre-Bid Conference will begin at the time specified. Bidders' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Bid Conference shall not excuse the awarded Bidder from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Bid Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Bidder to check for any Addendum to this Solicitation or other published pertinent information.	

G. Contract Terms and Negotiations

The successful Bidder will be required to enter into the contract attached hereto as Attachment 1, City's Contract Terms. **City's Contract Terms are not subject to negotiation.** Failure to timely execute City's Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required by City's Contract Terms, shall be deemed an abandonment of the Bid and City, in its sole discretion, may select another Bidder and proceed against the original selectee for damages.

II. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by OCA. OCA is seeking qualified Bidders to provide Bids for Fuel and Related Products, in accordance with Appendix A, Scope of Work, to City's Contract Terms (Attachment 1).

B. Reserved

C. Green Purchasing Requirements

In preparation for any Bid submitted in response to this Solicitation, Bidders are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Bidders are encouraged to refer to Attachment 1, City's Contract

Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

D. Alternates and Samples

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, Bids for similar goods will be considered.

Unless Bidder states to the contrary, goods offered will be assumed to be the specific goods named in this document. If not offering the specific article named, Bidder should enclose with their Bid full information, specifications and descriptive data on items offered. City may require any testing, inspection or documentation necessary to determine suitability of alternates offered. All such testing, inspection or documentation shall be at the Bidder's expense. Failure to provide same within 30 days of notification to do so shall be considered a withdrawal of Bid. The City will also have discretion to accept or reject goods submitted as approved equals for its intended use. Bidder is responsible for identifying any deviations from the City's stated specifications.

E. Freight on Board and Shipping Costs

Goods shall be shipped Freight on Board to any destination named in a Purchase Order issued by City against a contract awarded pursuant to this Solicitation. The cost of shipment must be incorporated into the offered unit costs.

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Vivian Liu
Contract Monitoring Division
City and County of San Francisco
Tel: 415.554.0656
Email: Vivian.Y.Liu@sfgov.org
Website: www.sfgov.org/cmd.

B. Application of LBE Bid Discounts

LBE Bid Discounts shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. Commodities

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%

Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Bidder's participation.</i>
Greater than \$10,000,000.	0%	0%

2. **Reserved.**

3. **Reserved.**

C. **LBE Subcontracting Participation Requirements**

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because this is a contract primarily for Commodities.

D. **Reserved.**

IV. **BID EVALUATION CRITERIA**

Evaluation Phase	Evaluation Criteria
Minimum Qualifications Documentation	Pass/Fail
Bid Sheet	Lowest Price

V. **MINIMUM QUALIFICATIONS AND DOCUMENTATION REQUIRED FROM APPARENT LOWEST BIDDER (PASS/FAIL)**

Bidders must meet each Minimum Qualification (MQ) listed below. As outlined in the table below, certain documents must be provided with your Bid, while others are due if Bidder is deemed the Apparent Lowest Bidder by OCA. Such documentation should be clearly marked as "MQ1", MQ2", etc.... to indicate which MQ it supports. A bid that fails to provide the following documentation at the time requested, will not be eligible for further consideration. **This screening is a pass or fail determination and a Bid that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Bidders prior to rejecting a Bid for failure to meet the Minimum Qualifications.

MQ #	Description	When Due to OCA
MQ #1	Completed Attachment 2, City's Questionnaire and References.	Bid Due Date
MQ #2	Completed Attachment 4, Bid Sheet Template	Bid Due Date
MQ #3	Evidence that Bidder has experience in the sale of goods and/or services requested by this Solicitation for at least the previous five (5) consecutive years.	When deemed the Lowest Apparent bidder by OCA
MQ #4	Bidder shall possess all permits, licenses and professional credentials necessary to supply	When deemed the Lowest Apparent bidder by OCA

	and transport product and perform services as required in this IFB.	
MQ #5	Successful bidder must furnish completed Material Safety Data Sheets (MSDS) within ten days of notification to do so for any product supplied on this contract that contains or is considered to be a hazardous substance. Failure to furnish completed MSDS for each item required may result in rejection of the bid.	When deemed the Lowest Apparent bidder by OCA
MQ #6	Provide Emergency Response Plan	When deemed the Lowest Apparent bidder by OCA

VI. BID PRICE

A. Bid Format

The Bid Sheet associated with this Solicitation is attached hereto as Attachment 4. Include a completed Bid Sheet with your Bid, following all instructions set forth therein.

B. Bid Evaluation Period

The City will attempt to evaluate Bids within ninety (90) days after receipt of Bids. If City requires additional evaluation time, all Bidders will be notified in writing of the new expected award date.

C. Price Discrepancies

Where applicable, if there is a discrepancy between the Bid Sheet and pricing entered by Bidder into the Supplier Portal, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

D. Bidding on Separate Items or in Aggregate(s)

Multiple Aggregates: This Solicitation will result in separate evaluations and awards of five (5) Aggregates, each consisting of one or more lines on the Bid Sheet Template. Each Aggregate will be evaluated separately and awarded to the highest-ranking Bidder for that Aggregate. The Bid price for each Aggregate shall equal the total cost of all line items within that Aggregate and shall be evaluated against other Bids for that Aggregate, after being reduced by any applicable LBE discounts, Local Tax discounts and/or Prompt Payment discounts.

E. Application of Discounts for Evaluating Lowest Responsive Bidder

1. Application of LBE Bid Discount to Bid Price

Where price is a factor in City's evaluation process, Bidder's price shall be reduced by an amount equal to the applicable LBE Bid Discounts. The discount shall be applied solely for the purpose of determining the lowest responsive Bids and shall be in addition to any other discounts, preferences, or adjustments required by City law.

2. Application of Prompt Payment Discounts to Bid Price

Prompt Payment discount (discount for prompt payment) will be taken into consideration in determining the Lowest Responsive Bid.

- a. The prompt payment period must be at least 30 days. Example: “1%/30 Net31.”
- b. The evaluation discount will be equal to the prompt payment discount amount, up to a maximum evaluation discount of 2%. Example: Prompt payment discount offered is 3%. Evaluation discount to be applied will be 2%.

3. Application of Anticipated Local Tax Revenue Discount to Bid Price

Subject to subsection (d) below and solely for the purpose of determining the lowest responsive Bidder, Bids for taxable Commodities with a value greater than \$1,000 shall be reduced by 1.25% when such Bid was submitted by a Bidder with a local presence in San Francisco as defined in subsection (a) below. The price adjustment shall be in addition to any other discounts, preferences, or adjustments required by City law.

- a. **San Francisco Presence Defined.** For the purposes of determining eligibility for the price adjustment set forth in this Section 21.32 only, Local San Francisco presence shall mean a business that is physically located at and registered with the Office of the Treasurer & Tax Collector's Business Registration records as being located at an address located within the geographic limits of the City.
- b. **Combination of Goods and Services:** Where a Bid is for a combination of goods and services, the 1.25% discount shall be applied only to the Commodities portion of the Bid Price.
- c. **Indefinite Quantity of Goods:** Where a Bid is for goods with an indefinite quantity, the 1.25% discount shall be applied only to a fixed portion of the Commodities which City, in its sole discretion, estimates the City will purchase over the term of the contract.
- d. **Exceptions.** The following Commodities purchases shall not be subject to the 1.25% price adjustment:
 - i. Purchases paid for with City Retirement or Health Services System trust funds;
 - ii. Purchases where the City is entering into a cooperative procurement with one or more other jurisdiction; or
 - iii. Purchases where the price adjustment would conflict with conditions contained in federal or state grants or violate preemptive federal or state law or the City Charter.

4. Sample Discount Calculation

Evaluations are performed on a pre-tax basis except in rare instances, where tax may be a factor (i.e. One vendor bundles the commodities and services in such a way that the entire amount must be taxed, while another vendor clearly separates commodities and services). Below is an example of how bid discounts and/or rating bonuses are applied to a Bids for commodities and services.

ABC Firm Bid Attributes					
- Is a Certified Micro LBE - Has an SF Presence as defined by Admin Code 21.32 - Is offering 4%/30 Net31 Prompt Payment Discount	Offered Bid Price (Pre-Tax)	14B LBE Bid Discount (10%)	Prompt Payment Terms Discount (2% Max)	21.32 Local Tax Revenue Discount (1.25%)	Evaluated Price when determining Lowest Responsive Bid
Commodities	\$2,000	(\$200)	(\$40)	(\$25)	\$1,735
Services	\$1,000	(\$100)	(\$20)	N/A to Services	\$880
Total	\$3,000	(\$300)	(\$60)	(\$25)	\$2,615

VII. SUPPORTING DOCUMENTATION REQUIRED 30 DAYS AFTER ISSUANCE OF THE NOTICE OF INTENT TO AWARD

Bidders must provide each Required Supporting Documentation (“RSD”) identified below no later than 30 calendar days after issuance of the Notice of Intent to Award. Failure to do so may result in the Bid being deemed Non-Responsive.

RSD #1	Evidence that Bidder is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
RSD #2	Completed Bid Attachments: ☐ Attachment 5: HCAO and MCO Declaration Forms ☒ Attachment 6: First Source Hiring Form
RSD #	Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms.

VIII. FAILURE TO PROVIDE INSURANCE AND/OR BONDS

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Bidder to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Bidder has abandoned its Bid. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

IX. CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Social and Economic Policy Requirements can be found in Attachment 1, City’s Contract Terms, which Bidders are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Nondiscrimination Requirements

A Bidder selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

B. Reserved.

C. Reserved.

D. Reserved.

E. First Source Hiring Program

A Bidder selected pursuant to this Solicitation shall comply with all applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

F. Reserved.

G. Non-Profit Entities

To receive a contract under this Solicitation, any nonprofit Bidder must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Bidder must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Bidder will use any nonprofit subcontractors to perform the agreement, Bidder will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

H. Other Social Policy Provisions

Attachment 1, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Bidders are encouraged to carefully review these terms and ensure they are able to comply with them.

X. TERMS AND CONDITIONS FOR RECEIPT OF BIDS

A. How to Register as a City Supplier

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Articles 131 and 132 forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **San Francisco Labor and Employment Code Articles 131 and 132 Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

B. Bid Questions and Submissions

1. Bidder Questions and Requests for Clarification

Bidders shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Bidders who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Bidder to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

2. Bid Format

Bids must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Bids. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Bid.

3. Time and Place for Submission of Bids

Prior to the Bid submission deadline, Bidders must upload their complete Bids into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Each original Bid received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Bids from further consideration. Late Bid submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Bid.

Bidders are encouraged to upload their Bids to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process. In the event a Bidder is unable to upload its complete Bid into the SF Supplier Portal, Bidder must email its Bid to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Bid submission deadline and request confirmation of receipt. Bidder must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Bid into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

C. Bid Addenda

The City may modify this Solicitation, prior to the Bid Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Bidders must monitor the event for new versions. **The Bidder shall be responsible for ensuring that its Bid reflects any and all Addenda issued by the City prior to the Bid Due Date regardless of when the Bid is submitted.** Therefore, the City recommends that the Bidder consult the website frequently, including shortly before the Bid Due Date, to determine if the Bidder has downloaded all Solicitation Addenda. It is the responsibility of the Bidder to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY BIDDERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND CITY’S CONTRACT TERMS.

D. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Bids, responses, and all other records of communications between the City and Bidders shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Bidder(s) of the Request and to provide the Bidder with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Bidder asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Bidder that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Bidder seeks judicial relief on or before the Response Date. Should Bidder fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Bidders and their subcontractors, vendors, representatives and/or other parties under Bidder’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Bidder or potential Bidder from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Bid Selection Shall Not Imply Acceptance

The acceptance and/or selection of any Bid(s) shall not imply acceptance by the City of all terms of the Bid(s), which may be subject to further approvals before the City may be legally bound thereby.

G. Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Bidder's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Bidder. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Bidder an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

H. Solicitation Errors and Omissions

Bidders are responsible for reviewing all portions of this Solicitation. Bidders are to promptly notify the City, in writing and to the Solicitation contact person if the Bidder discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

I. Objections to Solicitation Terms

Should a Bidder object on any ground to any provision or legal requirement set forth in this Solicitation, the Bidder must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Bidder may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which

the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Bidder may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Bidder may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

K. Bid Term

Submission of a Bid signifies that the offered products, services and prices are valid for 180 calendar days from the Bid Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Bidder's election, the Bid may remain valid beyond the 180-day period in the circumstance of extended negotiations.

L. Revision to Bid

A Bidder may revise a Bid on the Bidder's own initiative at any time before the deadline for submission of Bids. The Bidder must submit the revised Bid in the same manner as the original. A revised Bid must be received on or before, but no later than the Bid Due Date and time. In no case will a statement of intent to submit a revised Bid, or commencement of a revision process, extend the Bid Due Date for any Bidder. At any time during the Bid evaluation process, the City may require a Bidder to provide oral or written clarification of its Bid. The City reserves the right to make an award without further clarifications of Bids received.

M. Bid Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the Bid will in no way modify the Solicitation or excuse the Bidder from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

N. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Bidder in responding to this Solicitation. Bidders acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

O. Bidder's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Bidders are hereby advised:

1. Submission of a Bid in response to this Solicitation may subject the Bidders to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Bidders, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Bid in response to this Solicitation, Bidders are required to notify their affiliates and subcontractors listed in the awarded contract or Bid of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Bid. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Bid for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Bidders should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

P. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Bid, or Bid procedure;
2. Reject any or all Bids;
3. Reissue the Solicitation;
4. Prior to submission deadline for Bids, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or

requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Bids;

5. Procure any materials, equipment or services specified in this Solicitation by any other means; or

6. Determine that the subject goods or services are no longer necessary.

Q. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Bidder's failure to comply with this Solicitation.

R. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Bidder's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Bidder's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Bidder's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Bidder and may proceed against the original selectee for damages.

4. City reserves the right to reject any Bid on which the information submitted by Bidder fails to satisfy City and/or if Bidder is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Bidder or any related communication/clarification may result in the disqualification of its Bid from receiving further evaluation and a contract award.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250884

Bid/RFP #: Bid# 0000010800

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING

Original

DATE OF ORIGINAL FILING (for amendment only)

AMENDMENT DESCRIPTION – Explain reason for amendment

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD

Board of Supervisors

NAME OF CITY ELECTIVE OFFICER

Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT

Angela Calvillo

TELEPHONE NUMBER

415-554-5184

FULL DEPARTMENT NAME

Office of the Clerk of the Board

EMAIL

Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT

Mark Farley

DEPARTMENT CONTACT TELEPHONE NUMBER

(628) 652-1608

FULL DEPARTMENT NAME

ADM Office of Contract Administration

DEPARTMENT CONTACT EMAIL

mark.farley@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Golden Gate Petroleum	TELEPHONE NUMBER (925) 228-2222
STREET ADDRESS (including City, State and Zip Code) 1340 Arnold Drive, Suite 231, Martinez, CA 94553	EMAIL pat@ggpetroleum.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) 	ORIGINAL BID/RFP NUMBER Bid# 0000010800	FILE NUMBER (If applicable) 250884
DESCRIPTION OF AMOUNT OF CONTRACT \$195,000,000		
NATURE OF THE CONTRACT (Please describe) Renewable Diesel Fuel Supply for City and County of San Francisco Departments (Primary Contractor)		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	O'Keefe	Dennis	CEO
2	Kilbourn	Norma	CFO
3	O'Keefe	Patrick	Other Principal Officer
4	O'Keefe	Dennis	Shareholder
5	O'Keefe	Michael	Shareholder
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9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

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

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board

City and County of San Francisco
Daniel Lurie, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Sailaja Kurella, Director
Office of Contract Administration/Purchasing

DATE: August 29, 2025
TO: Angela Calvillo, Clerk of the Board
FROM: Lorna Walker, Assistant Director of Office of Contract Administration (OCA) and Purchaser
SUBJECT: Resolution to approve Peoplesoft Contract ID 1000036825 (TC 70888) for Diesel Fuel

Enclosed please find the proposed Resolution from the Office of Contract Administration (OCA) requesting that the Board of Supervisors authorize Contract 1000036825 with Golden Gate Petroleum as the Primary provider of Diesel Fuel for City locations. The proposed contract will have a not-to-exceed amount ("NTE") of \$195,000,000 and an initial term of five (5) years, with the option to extend the term for three (3) additional years, for a total contract duration of eight (8) years. The anticipated contract start date is November 1, 2025.

Background – Diesel Fuel

Between fiscal years 2020 and 2025, City location departments encumbered approximately \$95.6 million dollars for the procurement of diesel fuel, averaging \$15.9M per fiscal year.¹ City spending on diesel fuel contracts increased in recent fiscal years due to changing market conditions. Encumbrances from fiscal years 2022 through 2025 were approximately \$70.3 million dollars, or an average of \$17.6M per fiscal year. The primary user of diesel fuel is the Metropolitan Transportation Authority (MTA), who accounts for nearly 80% of the City's encumbrances for diesel fuel. Total Purchase Order ("PO") encumbrances for diesel fuel by all City departments between fiscal years 2020-2025 is provided in Table 1 below. Total PO encumbrances for diesel fuel by all City departments between fiscal years 2022-2025 is provided in Table 2 below.

Table 1: Total PO Encumbrances by City Departments between FY2020-FY2025 for Diesel Fuel

Dept	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	Grand Total	Annual Avg.
MTA	\$20,200,443		\$27,419,473		\$15,420,458	\$11,698,425	\$74,738,799	\$12,456,466
ADM	\$1,309,818	\$1,312,475	\$2,197,281	\$2,050,240	\$2,200,202	\$1,927,901	\$10,997,917	\$1,832,986
FIR	\$545,704	\$662,503	\$628,385	\$1,286,065	\$927,405	\$870,000	\$4,920,062	\$820,010
PUC	\$357,088	\$327,935	\$405,336	\$464,908	\$524,896	\$449,761	\$2,529,924	\$421,654
AIR	\$204,198	\$182,864	\$310,018	\$392,531	\$314,554	\$325,000	\$1,729,165	\$288,194
REC	\$65,000	\$29,696	\$63,692	\$92,573	\$34,683	\$76,500	\$362,144	\$60,357
DPH	\$43,400	\$29,433	\$2,914	\$73,173	\$27,927	\$12,144	\$188,991	\$31,498
DPW			\$32,181	\$73,865			\$106,046	\$17,674
SHF	\$10,925						\$10,925	\$1,820
JUV		\$2,455					\$2,455	\$409
	\$22,736,576	\$2,547,361	\$31,059,280	\$4,433,355	\$19,450,125	\$15,359,731	\$95,586,428	\$15,931,071

¹ This amount is based on Total Purchase Order encumbrances for City's primary and secondary suppliers of diesel fuel during FY2020 through FY2025: Golden Gate Petroleum (Supplier ID 0000019410-Primary) and Western States Oil (Supplier ID 0000008277-Secondary).



Table 2: Total PO Encumbrances by City Departments between FY2022-FY2025 for Diesel Fuel

Department	FY21/22	FY22/23	FY23/24	FY24/25	Grand Total	Annual Average
MTA	\$27,419,473		\$15,420,458	\$11,698,425	\$54,538,356	\$13,634,589
ADM	\$2,197,281	\$2,050,240	\$2,200,202	\$1,927,901	\$8,375,624	\$2,093,906
FIR	\$628,385	\$1,286,065	\$927,405	\$870,000	\$3,711,855	\$927,963
PUC	\$405,336	\$464,908	\$524,896	\$449,761	\$1,844,901	\$461,225
AIR	\$310,018	\$392,531	\$314,554	\$325,000	\$1,342,103	\$335,525
REC	\$63,692	\$92,573	\$34,683	\$76,500	\$267,448	\$66,862
DPH	\$2,914	\$73,173	\$27,927	\$12,144	\$116,158	\$29,039
DPW	\$32,181	\$73,865			\$106,046	\$26,511
	\$31,059,280	\$4,433,355	\$19,450,125	\$15,359,731	\$70,302,491	\$17,575,623

Invitation for Bids (Sourcing Event 0000010800)

On July 31, 2025, OCA issued an Invitation for Bids (“IFB”) for fuel and fuel products through Sourcing Event 0000010800. The purpose of the IFB was to replace OCA’s expiring contract for diesel fuel.² The IFB consisted of the following aggregate for City locations:

- Aggregate 2 consisted of the supply of Clear Renewable Diesel Fuel and Red Dye Renewable Diesel Fuel to all City of San Francisco sites. Based on the provided City usage statistics and delivery quantities, bidders were asked to quote their differential pricing to the published Oil Price Information Service (OPIS)³ pricing for Clear Renewable Diesel and Red Dye Renewable Diesel, which determines the per gallon cost of diesel fuel charged to City sites for deliveries.

Award

OCA awarded the diesel fuel contract for Aggregate 2 of the IFB to Golden Gate Petroleum (Supplier ID 0000019410)

Pricing Structure

Pricing for Aggregate 2 is based on separate volume ranges reflecting potential City order quantities. Bidders submitted differential pricing for each range, which is applied to the daily published OPIS index pricing on the diesel fuel delivery date. The differential pricing submitted by awarded contractors must remain firm for the duration of the awarded contract.

² The contract is:

- PS Contract ID 1000013880 with Golden Gate Petroleum (Supplier ID 0000019410) expiring October 31, 2025.

³ OPIS is a price reporting agency that provides information used for commercial contracts and trade settlement related to gasoline, diesel, petroleum, natural gas, etc.



Contract NTE Calculations

The advertised NTE was based on historical diesel fuel expenditures and applied to the initial five-year contract term. In analyzing market conditions since executing the prior City diesel fuel term contracts, OCA found that California No.2 Diesel prices have increased by 28.02% since 2018, or approximately 4% annually. As outlined above, diesel fuel contracts saw greater spending in recent fiscal years (\$17.6M annually) due to changing market conditions. The recent spending averages were incorporated in the NTE calculations. Additionally, a 20% contingency was applied to prior spending numbers to account for potential fuel market volatility. Factoring in the \$17.6M annual spend over five years, an expected 4% year over year rise in pricing, and a 20% contingency, OCA calculated the total estimated spend to be \$114.4M over the initial five-year contract term, and \$194.6M over the full eight-year maximum contract period.

Recommendation

Diesel fuel is an essential commodity for City operations and ensures immediate response by emergency departments, disaster preparedness, the performance and delivery of essential City services, and is the backbone of the City's public transportation system.

For these reasons, a timely approval of this resolution will continue to provide City departments with uninterrupted access to diesel fuels with this citywide diesel fuel contract.

If you have any questions or require additional information, please contact Mark Farley on my team at Mark.Farley@sfgov.org or (628) 652-1608.

Enclosures:

1. Contract 1000036825 Proposed Agreement
2. Contract 1000036825 Ethics Form 126f(2)
3. Contract 1000036825 Ethics Form 126f(4)
4. Contract 1000036825 Resolution