

FONTANA UNIFIED SCHOOL DISTRICT

PLEASE QUOTE YOUR PRICES F.O.B. OUR LOCATION, FONTANA, CA 92335

Bid No. 23/24-1681

TO

Date Received: May 10, 2024

[REDACTED]

THIS BID MUST BE DELIVERED BEFORE:

SUBMIT BID TO PURCHASING DEPARTMENT, C/O DIRECTOR OF PURCHASING, 9680 CITRUS AVE., BLDG. 30, FONTANA, CA 92335

The Board of Education of the Fontana Unified School District will receive sealed bids for **FUEL**

[REDACTED]

FONTANA UNIFIED SCHOOL DISTRICT

BID NO. 23/24-1681

FUEL CARDLOCK SERVICE FOR UNLEADED GASOLINE AND DIESEL

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**These documents must be submitted with your bid.*

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Governing Board of the Fontana Unified School District, hereinafter

[REDACTED]

[REDACTED]

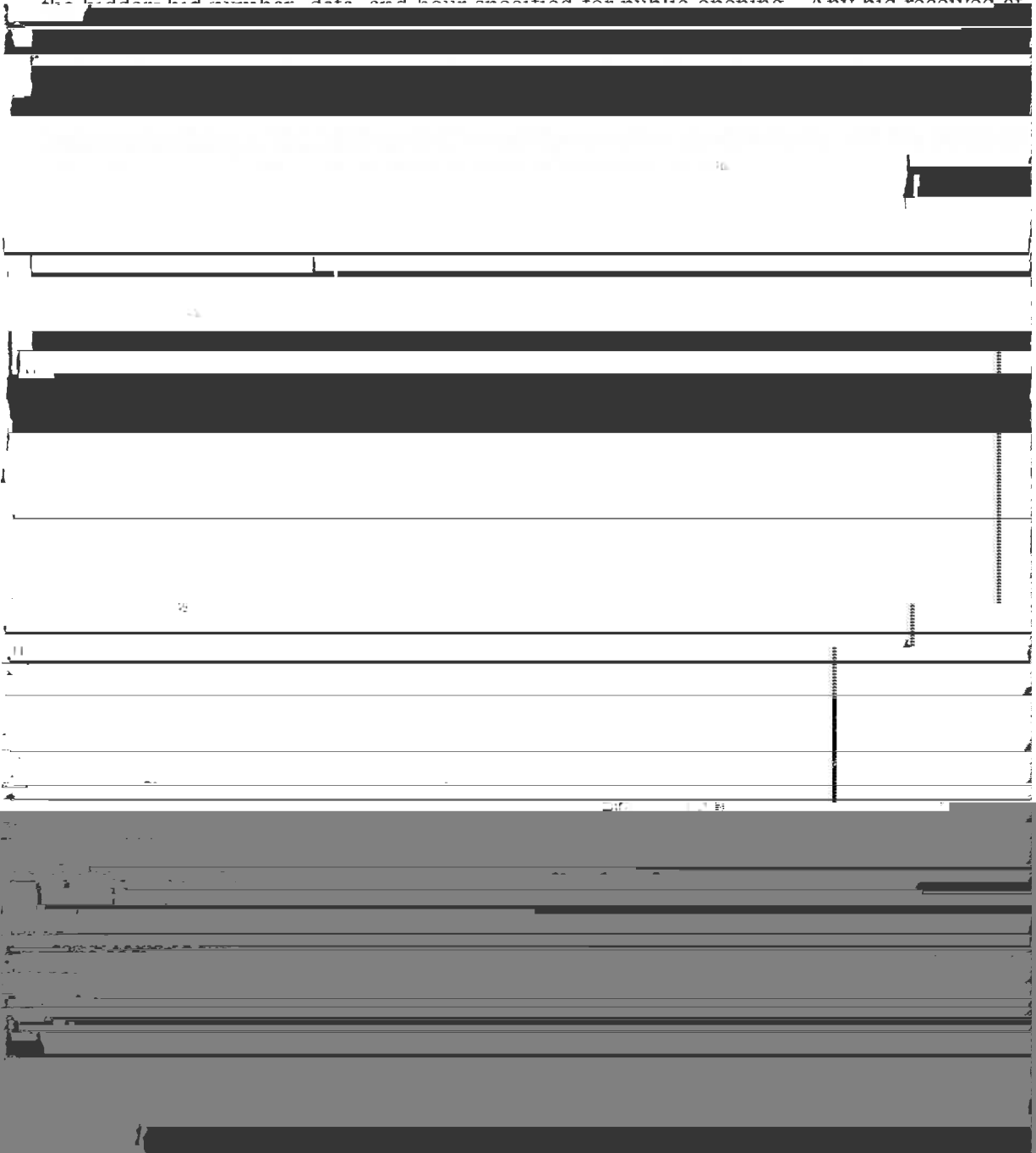
[REDACTED]

referred to as "DISTRICT", is calling for and will receive up to, but not later than 2:00 p.m. on the 3rd day of June 2024, bids for the award of a contract for BID NO. 22/24 1681 Fuel Cardlock Service for

[REDACTED]

**FONTANA UNIFIED SCHOOL DISTRICT
GENERAL BID INSTRUCTIONS AND CONDITIONS**

1. **SUBMITTING BIDS:** Each bid must be received in the Purchasing Department, Fontana Unified School District, 9680 Citrus Avenue, Building #30, Fontana, California 92335, by the time prescribed in the bid. Each bid shall be in a sealed envelope, bearing the name of the bidder, bid number, date, and hour specified for public opening. Any bid received at



as nonresponsive. Proposals may be rejected on the grounds of non-responsiveness or non-responsibility. Proposals are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated. No bidder may withdraw their bid for a period of sixty (90) days after the date set for opening thereof.

7. **BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID:** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or submitting a bid. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be

determined to be non-responsive.

The procedure and time limits set forth in this section are mandatory and are each Vendor's

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. **COMMUNICATION OF AWARD:** Bid awards made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder.

17. **FORFEITURE FOR FAILURE TO EXECUTED CONTRACT:** In the event the bidder to whom an award is made fails or refuses to execute the contract within five (5) calendar days from the date receiving notification of award, the District may award the

[REDACTED]

work and/or materials to the next lowest bidder or may call for new bids.

18. **FAILURE TO FULFILL CONTRACT:** When any Vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Fontana Unified School District. Any failure to furnish such articles or services by reason of the failure of the Vendor, as above stated, shall be a liability against such Vendor. The Board of Education, in its sole discretion, reserves the right to cancel any articles or services which the successful Vendor may be unable to furnish because of

[REDACTED]

21. **DEVIATIONS FROM BID TERMS & CONDITIONS:** Deviations from any bid term or condition may cause your bid to be rejected as nonresponsive. All deviations must be

~~1. noted at time of bid submission. If not noted, the assumption is that bidder is~~

~~2. [Redacted]~~

~~3. [Redacted]~~

~~4. [Redacted]~~

~~5. [Redacted]~~

~~6. [Redacted]~~

~~7. [Redacted]~~

bidding as specified.

~~8. [Redacted]~~

b. Are negotiating for or have an arrangement concerning prospective employment with Vendor/bidder. The Vendor/bidder warrants to the best of his knowledge that the submission of the bid response will not create such conflict of interest. In the event such a conflict occurs, the Vendor/bidder is to report it immediately to the Sr. Director of Purchasing, Warehouse and

right to annul or terminate this Agreement without liability at its discretion.

FONTANA UNIFIED SCHOOL DISTRICT
Purchasing Department

BID NO. 23/24-1681

REPAIR AND MAINTENANCE SERVICES FOR THE FLEET OF GASOLINE AND DIESEL
[REDACTED]

SUPPLEMENTARY CONDITION _____ S [REDACTED]

INTRODUCTION

Fontana Unified School District (hereinafter referred to as "District") is soliciting sealed bids from [REDACTED]

[REDACTED]

The following are key dates for this bid. The District is committed to adhering to this schedule, but reserves the right to make modifications.

EVENT	TIMELINE
Bid Published	5/10/24 & 5/17/24
Last Day to Submit RFIs/Questions	5/22/24 – 12:00 p.m.
Bids Due	6/3/24 – 2:00 p.m.
Board Meeting to Award Contract	6/19/24 – 6:30 p.m.

ESTIMATED FUEL USAGE

82,000 gallons Unleaded Gasoline (87 octane minimum)

14,000 gallons Diesel #2 Clear Low Sulfur Fuel

Consumption estimates are approximate and based on previous year's consumption. The District does not guarantee that a minimum or maximum amount will be purchased. The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the vendor.

Provide all new and replacement cards within 3 – 5 business days, Cancellation of a fuel card shall be immediately but no more than four (4) hours of notification by District. Notification shall be provided to the District when a fuel card has been locked out of the system.

Vendor shall be available with access to managing fuel cards with the capability of

[REDACTED]

accessing invoices, transaction history, cancelling and requesting new cards.

- Vendor shall have an adequate number of office personnel available to provide resources and respond to questions and the needs of the District Monday through Friday between the hours

[REDACTED]

Markups shall be bid as cents on the Bid Form and includes all applicable costs except for state and federal regulated taxes and fees. The District's Accounts Payable Department will pay applicable state and federal taxes and regulatory compliance fees after auditing invoices from the successful bidder who is awarded a contract. Invoices are to be billed monthly include the following: annual purchase order number, type of fuel, quantity of fuel, price per gallon, vehicle odometer reading, date and time of transaction, fuel site address and card and district vehicle/equipment number. The District is exempt from excise tax.

NONCOLLUSION D

Bids must include signed Noncollusion Declaration. Bids submitted without this signed declaration cannot be honored.

RAL ADMINISTRATION REGULATION

Bidders shall submit the EDGAR Federal Funding Contract Compliance Form with their bid.

Bids submitted without the EDGAR Federal Funding Contract Compliance Form shall be

deemed non-responsive and will not be considered.

D ALLOWANCES

HAZARDOUS CHEMICAL/MSDS SHEETS

Bidders shall, where applicable, and shall furnish to the DISTRICT upon request Material Safety Data

[REDACTED]

HAZARDOUS CHEMICAL/MSDS SHEETS

[REDACTED]

Sheets (MSDS) for each hazardous substance and all chemical products provided under this bid.

The provision of the MSDS must be in accordance with the requirements of California Title 29, Chapter 15, Section 150200.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DISTRICT CONTACT

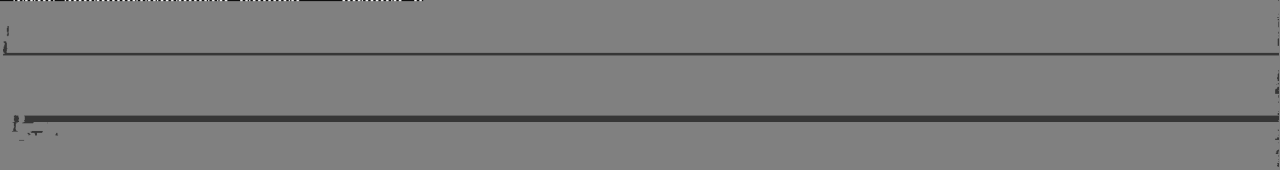
Bidders are hereby notified that any contact with a member of the Board of Education, Superintendent, Associate Superintendent or employee of the District, other than Brandy Cuttress, Sr. Buyer, regarding this bid could result in the rejection of their bid.

COVENANT AGAINST GRATUITIES:

[REDACTED]

1. *Contractor's Name* - Contractor's Name. Additional documents may be required so bidders

[REDACTED]



FOR UNLEADED GASOLINE AND DIESEL

I. PARTIES

This Agreement for Bid No. 23/24-1681 Fuel Cardlock Service for Unleaded Gasoline and Diesel for District Vehicles and Equipment (“Agreement or “Contract”) is entered into this 1st day of July, 2024. (“Effective Date”) by and between the Fontana Unified School District (“District”) and



professional expertise of the Contractor,

IV.

[REDACTED]

subject to any additions or deductions as provided in the contract documents, amounts indicated on the Bid Form attached hereto as "Exhibit A" and incorporated herein by reference. Contractor shall

[REDACTED]
be responsible for all expenses incurred in association with the performance of the Services unless

Should the Contractor be allowed to assign the Agreement, any such assignment shall not operate to increase the cost or to reduce the obligations owed to the District. The District will not enter into a separate agreement with the assignee. Contractor agrees that the District shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

XII.

a. This Agreement may be terminated by District without cause upon ten (10) days' written notice to Vendor. If this Agreement is so terminated, Contractor shall be paid for all Services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination. Upon such termination, Contractor shall submit to District an itemized statement of Services performed as of the date of termination. These Services may include both completed work and work in progress at the time of termination. Contractor shall promptly deliver to District all documents related to the performance of this Agreement in its possession or control. All such documents/ Property shall be the property of District without additional compensation to Contractor.

b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written

[REDACTED]

notice of default or breach to the other party as follows:

- i. The parties shall account for and properly present to each other all invoices for cost and expense and pay the amount due within the time specified in this Agreement. Notwithstanding to whom bills are rendered, the Contractor shall be responsible for payment of all bills rendered to the Contractor solely based on nonpayment of fees or services rendered by the Contractor.
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by District;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by District;
- iv. Contractor shall promptly deliver to District possession all proprietary or confidential documents and information.

XIII.

a.

resolution of such dispute and process an
the terms of

the dispute cannot be resolved through direct

[REDACTED]

XIV.

[REDACTED]

To the Contractor:

Name:

Company:

Address:

[REDACTED]

Email:

To the District:

Name: Shamica R. Nance, Sr. Director of Purchasing, Warehouse & Mail Services

Fontana Unified School District

Address: 9860 Citrus Avenue, Building No. 30

Fontana, CA 92335

Telephone: 909-357-5000, Ext: 29017

Email:

XV.

- a. It is understood and agreed that Contractor (including Contractor's employees and any subcontractors) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of District. District is not required to provide health insurance to Contractor.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] persons shall be entirely and exclusively under the direction, supervision, and control of [REDACTED] if all provided elsewhere in this Agreement, all terms of [REDACTED]

[REDACTED]

[REDACTED]

**FONTANA UNIFIED SCHOOL DISTRICT
Purchasing Department**

BID NO. 23/24-1681
FUEL CARDLOCK SERVICE FOR UNLEADED GASOLINE AND DIESEL

BID FORM

Bidder Name:

TO: Fontana Unified School District, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bid with the and cost of the time wo din

services necessary to perform the contract and comply with the laws, codes, regulations, ordinances and any other legal requirement governing the contract, in the connection with Bid No. 23/24-1681.

ed has received and included in this bid the provisions and requirements of addenda to the specifications.

NO.	DATE	NO.	DATE
-----	------	-----	------

The specifications shall be complete, ready for use, all work in accordance with the specifications as being received, as indicated above.

A. CARD-LOCK FUELING STATIONS

The profit margin established in the base bid price will remain the same throughout the contract period.

1. Gasoline, Unleaded

MARK-UP (+/-) \$ _____ cents/gal above/below OPIS daily net average rack for unbranded suppliers exclusive of all government regulated taxes and fees.

2. Diesel Fuel

MARK-UP (+/-) \$ _____ cents/gal above/below OPIS daily net average rack for unbranded suppliers exclusive of all government regulated taxes and fees.

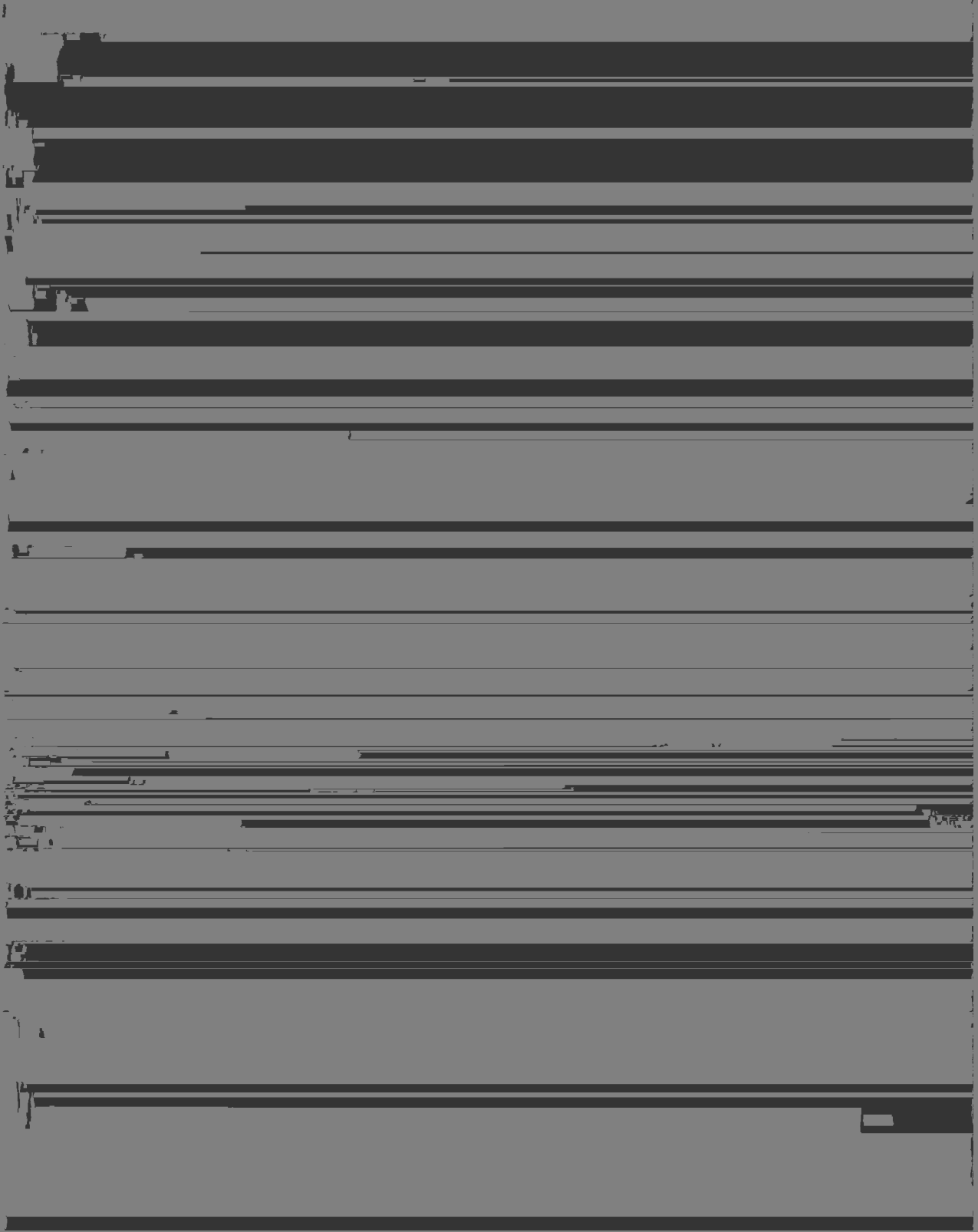
3. How many Cardlock Fueling Stations in Fontana?

Bidder must submit a list of card-lock fueling stations in Fontana that accepts proposed Cardlock Fueling Card with bid.

B. MAJOR AND REGIONAL BRAND RETAIL FUELING STATIONS

The profit margin established in the base bid price will remain the same throughout the contract

1. The Cardlock Fueling service offered by bidder must be accepted at major and regional



**Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form**

The following provisions are required and apply when federal funds are expended by Fontana Unified School District for any contract resulting from this procurement process. Fontana Unified School District is the sub-grantee or sub-recipient by

[REDACTED]

[REDACTED]

Does vendor agree? YES _____

definition.

[REDACTED]

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

[REDACTED]

[Redacted]

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Rights to Inventions Made Under a Contract Agreement If the Federal award meets the definition of "funding agreement"
[Redacted]

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor.

under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and

[Redacted]

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

[Redacted]

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

[REDACTED]

the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

[REDACTED]

Does vendor agree? YES _____ initials of Authorized Representative of vendor

[REDACTED]

