FUEL DELIVERY SERVICES AGREEMENT

THIS AGREEMENT is entered into this _1st_ day of January 2015, between the CITY OF STOCKTON, a municipal corporation (“City”), and MANSFIELD OIL COMPANY OF GAINESVILLE, INC, a corporation (“Contractor”), whose address is 1025 Airport Parkway, S.W., Gainesville, GA 30501.

RECITALS

WHEREAS, City is in need of petroleum products for its annual fuel requirements for the period of January 1, 2015 through December 31, 2019; and

WHEREAS, Contractor is qualified and experienced in supplying fuel for the purposes specified in this Agreement; and

WHEREAS, Contractor has agreed to perform said services in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

SECTION 1
SCOPE OF SERVICES

Contractor, for the benefit of and at the direction of City, shall perform the scope of services set forth in Exhibit “A,” which is attached to this Agreement and incorporated by reference.

Contractor acknowledges that the quantities reflected in the bid form are approximate, that City does not guarantee a minimum quantity, and that City reserves the right to increase or decrease quantities as required in Exhibit “B,” which is attached to this Agreement and incorporated by reference. The fuel tanks shall be maintained on a “keep full” basis. For purposes of this Agreement, “keep full” shall mean that the storage tanks always retain sufficient inventory to satisfy City’s needs and never go dry. To ensure sufficient inventory, the Contractor shall monitor the fuel in the tanks and maintain the fuel level in a “full condition” or “nearly full” condition as is practical and reasonable under the circumstances. Generally, City requires that tank levels remain at 60% of capacity or above before refueling occurs.

Contractor warrants that the products provided and services performed pursuant to this Agreement, either by Contractor or at its direction, shall be rendered in accordance with the accepted practices and standards of Contractor’s profession.
SECTION 2
TERM

This Agreement shall commence on January 1, 2015. The term of this Agreement is for three (3) years, under the same contractual terms and conditions and at the same mark-up and price-basis. City has the option to annually extend this Agreement for another two (2) years.

SECTION 3
COMPENSATION

City shall pay Contractor for fuel delivered pursuant to this Agreement as provided in Exhibit A. The initial pre-payment deposit of $100,000 (an estimated one month's worth of fuel) made in 2012 shall continue to be retained by Mansfield Oil for the duration of this Agreement, according to the terms and conditions of the Security Deposit Agreement (Exhibit E). Thereafter, payments to current invoices shall be made via the Automated Clearing House (“ACH”) net 10 business days upon City’s receipt and approval of Contractor’s weekly statements. (Submissions will also include, invoices, applicable daily OPIS, Contractor/City-signed and -quantified delivery ticket/bill of lading.)

Should the Contractor at any time during the life of this Agreement provide fuel under similar quantity and delivery conditions to another customer at prices below those quoted to the City, such lower prices will be immediately extended to the City.

SECTION 4
PRODUCT PRICING

The City shall pay the daily Unbranded rack price obtained from the Oil Price Information System (“OPIS”) - [Stockton average] available at time of pick-up from the Stockton Rack, for each product supplied, plus the Mark-Up and applicable taxes as submitted by Contractor and described more fully in Exhibit D, which is attached to this Agreement and incorporated by reference.

a. Taxes
1. California State Sales Tax and all other applicable taxes shall be added to the Contractor’s invoice at the time of delivery.
2. City is exempt from Federal Excise Tax.
3. California Excise Tax, California Oil Spill Surcharge, Leaking Underground Storage Tank Tax, Federal Oil Spill Fee, and Lead Poison Prevention Fee shall be set out as separate items on the invoice.
4. A detailed breakdown of all taxes included in the prices will be shown on the invoices.
b. **Facilities Locations and Capabilities**
   1. Contractor agrees that the price includes all freight and handling charges as well as delivery to City facilities as described in Exhibit B.
   2. City reserves the right to add or delete delivery locations as required.

c. **Response Time**
   1. Contractor agrees that delivery will be made within 24 hours after receipt of notification of product requirement by City or per the requirements stated in the Special Refueling Requirements section of the bid.
   2. Contractor agrees to be available during the hours of 7 am – 5 pm, Pacific Standard Time.

### SECTION 5
**PRICE VERIFICATION**

During the Agreement period, Contractor will be required to provide price verification. Contractor will be required to submit copies of the daily Unbranded OPIS (Stockton average) rack price, with their bill of lading for each tank/truck/trailer load of unleaded or ultra low sulfur clear diesel.

The Contractor hereby agrees to furnish petroleum products in accordance with the specifications listed and for the prices indicated in Exhibit D based on the average Unbranded Stockton rack price available at time of pick up from Stockton Rack, for each product supplied, plus mark-up and applicable taxes per location/delivery.

Price differences between deliveries will be reflected in submitted OPIS and price verification with the corresponding invoice(s).

### SECTION 6
**INVOICES AND STATEMENTS**

Completed invoices and delivery ticket(s)/bills of lading shall be emailed with the weekly statements to Purchasing and Fleet staff at the following email addresses: fuel@stocktongov.com.

Delivery ticket(s)/bills of lading must include location and quantity-delivered-verification signatures of both City staff and Contractor delivery staff.

Invoices must reference delivery date, quantity, type of fuel delivered and delivery location. Invoices must also include pricing rate, breakdown of taxes and amount due. A separate invoice will be submitted per delivery location.

Every week, Contractor will submit a statement listing all invoices and outstanding amounts.
SECTION 7
CITY ASSISTANCE, FACILITIES, EQUIPMENT, AND CLERICAL SUPPORT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for supplying fuel pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

City shall ensure availability of staff for quantity verification and signature and will ensure that no significant delays in providing quantity verification and signature are caused. Contractor agrees to provide a delivery schedule should it be different from the schedule below:

Tuesdays – Main PD and locations requiring deliveries twice a week
Thursdays – Municipal Service Center (Corp Yard) requiring deliveries every two weeks
Fridays – Municipal Utilities, Main PD and locations requiring deliveries twice a week

SECTION 8
QUALITY

Only products of new manufacture or distillation will be accepted. No recycled or reclaimed products will be accepted. Products shall be seasonal blended with appropriate vapor pressures.

SECTION 9
CHANGES

The City’s Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Contractor, pursuant to the adopted City of Stockton Standard Specifications.

SECTION 10
CANCELLATION

City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated and no further deliveries shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the fuel actually delivered through the time the notice of termination is received. Contractor may terminate this Agreement with a 60-day advance written notice of cancellation submitted to City.

NOTE: Any one violation of the “keep full basis” requirement shall be just cause for termination.
SECTION 11
FUNDING

This Agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate without penalty, at the end of the term for which funds are appropriated.

SECTION 12
NON-ASSIGNABILITY

Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

This Agreement and any amendments or supplements thereto shall not be assignable by successful Company either voluntarily or by operation of law without the written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship proceeding. Such Agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

SECTION 13
INDEMNIFICATION

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

SECTION 14
NO PERSONAL LIABILITY

No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
SECTION 15

INSURANCE

During the term of this Agreement, Contractor shall maintain in full force and effect, at its own cost and expense, the insurance coverage set forth in Exhibit F, which is attached to this Agreement and incorporated by reference, and shall otherwise comply with all other provisions contained in Exhibit F.

SECTION 16

NOTICES

All notices required under this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Contractor:  David Zarfoss  
Mansfield Oil Co of Gainesville, Inc.  
1025 Airport Parkway SW  
Gainesville, GA 30501

To City:  Fleet Manager  
City of Stockton  
1465 Lincoln St  
Stockton, CA 95206

SECTION 17

APPLICABLE LAWS

Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex, or religion of such person.

All material, equipment, handling, or labor submitted under this proposal by Contractor shall meet the required standards of OSHA 1970 and Cal OSHA 1973 as last revised, and orders or requirements issued under DOT (hazardous materials transportation). Contractor warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment, and if so, mitigation is in place in accordance with OSHA standards. The current Material Safety Data Sheet (MSDS) for the above referenced materials must be distributed to the City receiver of such material prior to or at the time of delivery.

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, and loans of facilities included on the EPA List of
Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement. The Contractor shall be in compliance with all applicable standards, and Cal EPA, ARB, and Prop. 65, including required postings, notices, and controls.

SECTION 18
LICENSES, CERTIFICATIONS, AND PERMITS

Prior to City’s execution of this Agreement and prior to Contractor’s engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor asserts and acknowledges that it has obtained all certificates, licenses, permits, and the like required to perform the services described under this Agreement.

SECTION 19
RECORDS AND AUDITS

Contractor shall maintain all records regarding this Agreement and the services performed herein for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to City for inspection and audit. Reasonable advanced notification will be given prior to inspection and audit.

SECTION 20
CONFIDENTIALITY

Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information, or conclusions.

SECTION 21
CONFLICTS OF INTEREST

Contractor asserts and acknowledges the following:

a) Other than this Agreement, Contractor has no financial interest with any official, employee, or other representative of City;

b) Contractor and its principals do not have any financial interest in real property, sources of income, or investment that would be affected in any manner of degree by the performance of Contractor’s services under this Agreement; and

c) If such an interest should arise during the term of the Agreement, Contractor will notify City within a reasonable period of time.
SECTION 22

WAIVER

In the event either City or Contractor waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition, or obligation contained within the Agreement.

SECTION 23

GOVERNING LAW

California law shall govern any legal action pursuant to this Agreement and the venue for all claims shall be the Superior Court of the County of San Joaquin, Stockton Branch, or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

SECTION 24

CAPTIONS

The captions of the sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

SECTION 25

INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be interpreted so as to cause Contractor to be considered an employee of City. Contractor is employed solely as an independent contractor to render a professional service and is responsible for all obligations consistent with that status.

Subcontractors shall not be recognized as having any direct contractual relationship with City. The persons engaged in the work, including employees of subcontractors and suppliers will be considered employees of Contractor. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

SECTION 26

EXHIBITS

All exhibits referenced herein are attached hereto and are by this reference incorporated herewith. Additionally, Exhibit G, which is a copy of the original bid package, is also attached hereto and incorporated by reference.
SECTION 27
INTEGRATION AND MODIFICATION

This Agreement represents the entire integrated agreement between Contractor and City and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties. This Agreement may be amended only by written instrument signed by both parties.

SECTION 28
SEVERABILITY

The provisions of this Agreement are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

SECTION 29
AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day first written above.

CITY OF STOCKTON,
a municipal corporation
By ______________________
Kurt Wilson
City Manager
“City”

MANSFIELD OIL CO OF GAINESVILLE, INC.
a corporation
By: ______________________
David Zarfoss
Director of Pricing
“Contractor”

ATTEST:

By: ______________________
Bonnie Paige
City Clerk of the City of Stockton

APPROVED AS TO FORM:
JOHN M. LUEBBERKE
CITY ATTORNEY

By: ______________________
GUY PETZOLD
Deputy City Attorney
EXHIBIT A

FACILITY LOCATIONS AND CAPABILITIES

Contractor agrees that price is inclusive of all freight and handling charges and includes delivery to the City of Stockton facilities as shown on Exhibit B. City reserves the right to add or delete delivery locations as required.

The following facilities are to receive fuel (Diesel and/or Unleaded) twice each week on a keep full basis:

- Fire Co. #2, 110 West Sonora Street
- Fire Co. #4, 5525 Pacific Avenue
- Fire Co. #7, 1767 Hammer Lane
- Police Department, 22 East Market Street
- Regional Wastewater Control, 2500 Navy Drive

The following fourteen facilities are to receive fuel (Diesel and/or Unleaded) once each week on a keep full basis:

- Fire Co. #1, 1815 Fresno Avenue (currently closed – no deliveries until further notice)
- Fire Co. #5, 3499 Manthey Road
- Fire Co. #6, 1501 Picardy Drive
- Fire Co. #9, 550 East Harding Way
- Fire Co. #10, 2903 West March Lane
- Fire Co. #11, 1211 East Swain Road
- Fire Co. #12, 4010 East Main Street
- Fire Co. #13, 3606 Hendrix
- Fire Co. #14, 3019 McNabb Place

The following facilities are to receive Diesel on an as needed basis:

- Municipal Service Center, 1465 South Lincoln Street
- Billy Hebert Field
- Bianchi & Calaveras Storm Station, 104 E Bianchi Road
- Don Avenue & Mosher Slough Storm Station, 8676 Don Avenue
- El Dorado & Mosher Storm Station, 8477 N El Dorado St
- Royal Oaks & Bear Creek Storm Station, SE corner of Dentoni Park
- Spanos Park West Storm Station, Back of Michael Faklis Park
- Yarmouth & Mosher Storm Station, 8572 Yarmouth Drive
- Brookside Estates Sanitary Pump Station, March Lane & Buckley Cove Way
- Swenson Park & 5 mile Creek Sanitary Pump Station, North Pump Station, Swenson Golf Course
- Smith Canal Sanitary Pump Station, 2144 Fontana Avenue
- Westside Interim Sanitary Pump Station, 14 mile Slough, Old North Plant
- DWSP, 11373 N Lower Sac Road, Lodi
- Intake Center, 10001 Correia Road, Stockton

Contractor agrees that delivery will be made within 24 hours after receipt of notification of product requirement by the City of Stockton or per the requirements stated in the refueling requirements listed.
EXHIBIT B

LOCATIONS and CAPACITY

<table>
<thead>
<tr>
<th>Diesel # 2 Clear Ultra Low Sulfur</th>
<th>GALLONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Co. #1, 1818 Fresno Avenue</td>
<td>550</td>
</tr>
<tr>
<td>Fire Co. #2, 110 West Sonora Street</td>
<td>1,000</td>
</tr>
<tr>
<td>Fire Co. #3, 1116 East First Street</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #4, 5525 Pacific Avenue</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #5, 3499 Manthey Road</td>
<td>1,000</td>
</tr>
<tr>
<td>Fire Co. #6, 1501 Picardy Drive</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #7, 1767 Hammer Lane</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #9, 550 East Harding Way</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #10, 2903 West March Lane</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #11, 1211 East Swain Road</td>
<td>550</td>
</tr>
<tr>
<td>Fire Co. #12, 4010 East Main Street</td>
<td>550</td>
</tr>
<tr>
<td>Fire Co. #13, 3606 Hendrix</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #14, 3019 McNabb Place</td>
<td>500</td>
</tr>
<tr>
<td>Oak Park, Billy Hebert Field</td>
<td>500</td>
</tr>
<tr>
<td>Regional Wastewater Control, 2500 Navy Drive</td>
<td>2,000</td>
</tr>
<tr>
<td>Municipal Service Center, 1465 South Lincoln Street</td>
<td>12,000</td>
</tr>
<tr>
<td>Bianchi &amp; Calaveras Storm Station, 104 E Bianchi Road</td>
<td>500 &amp; 2 each 10</td>
</tr>
<tr>
<td>Don Avenue &amp; Mosher Slough Storm Station, 8676 Don Avenue</td>
<td>500 &amp; 25</td>
</tr>
<tr>
<td>El Dorado &amp; Mosher Storm Station, 8477 N El Dorado Street</td>
<td>1,000</td>
</tr>
<tr>
<td>Royal Oaks &amp; Bear Creek Storm Station, SE corner of Dentoni Park</td>
<td>1,000</td>
</tr>
<tr>
<td>Spanos Park West Storm Station, Back of Michael Faklis Park</td>
<td>2,500</td>
</tr>
<tr>
<td>Yarmouth &amp; Mosher Storm Station, 8572 Yarmouth Drive</td>
<td>154</td>
</tr>
<tr>
<td>DWSP, 11373 N Lower Sac Road, Lodi</td>
<td>3,500</td>
</tr>
<tr>
<td>Intake Center, 10001 Correia Road</td>
<td>3,500</td>
</tr>
</tbody>
</table>

Unleaded Gasoline

| Van Buskirk, French Camp Turnpike and Houston Avenue | 500 |
| Fire Co. #2, 110 West Sonora Street | 1,000 |
| Regional Wastewater Control, 2500 Navy Drive | 4,000 |
| Police Department, 22 East Market Street | 6,000 |
| Municipal Service Center, 1465 South Lincoln Street | 12,000 |
**EXHIBIT C**

**ESTIMATED NUMBER OF DELIVERIES FOR 12 MONTHS**

<table>
<thead>
<tr>
<th>Unleaded Fuel</th>
<th>No. of Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-500 gallons</td>
<td>136</td>
</tr>
<tr>
<td>500 -1,000 gallons</td>
<td>25</td>
</tr>
<tr>
<td>1,000 – 5,000 gallons</td>
<td>111</td>
</tr>
<tr>
<td>&gt; 5,000 gallons</td>
<td>14</td>
</tr>
</tbody>
</table>

**Diesel #2 Clear Ultra Low Sulfur**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1- 500 gallons</td>
<td>610</td>
</tr>
<tr>
<td>500 - 1,000 gallons</td>
<td>20</td>
</tr>
<tr>
<td>1,000 – 5,000 gallons</td>
<td>4</td>
</tr>
<tr>
<td>&gt; 5,000 gallons</td>
<td>4</td>
</tr>
</tbody>
</table>

The above is provided as information only and is no guarantee of future purchases.
**EXHIBIT D**

**PRICING**

**CITY OF STOCKTON**  
**FUEL BID FORM**  
**BID TO BE SUBMITTED**

The twelve month Estimated Quantities, as follows, are to be used for bidding on the City's annual fuel requirements. The undersigned hereby agrees to furnish petroleum products in accordance with the specifications listed and for the prices indicated below based on the lowest Unbranded Stockton rack price available at time of pick up from Stockton Rack, for each product supplied, plus mark-up and applicable taxes per location/delivery:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Mark-Up</th>
<th>Estimated Total Cost**</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Unleaded Gasoline, Minimum 87 Octane Rating</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Less than 1,000 Gallons</td>
<td>51,035</td>
<td>$0.1691</td>
<td>$9,802.00</td>
</tr>
<tr>
<td>2. 1,000 – 5,000 Gallons</td>
<td>272,194</td>
<td>$0.1191</td>
<td>$32,418.31</td>
</tr>
<tr>
<td>3. 5,000 – 12,000 Gallons</td>
<td>110,231</td>
<td>$0.0069</td>
<td>$760.59</td>
</tr>
<tr>
<td>B. Diesel #2 Clear Ultra Low Sulfur</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Less than 1,000 Gallons</td>
<td>103,090</td>
<td>$0.1522</td>
<td>$15,690.30</td>
</tr>
<tr>
<td>2. 1,000 – 5,000 Gallons</td>
<td>8,520</td>
<td>$0.0605</td>
<td>$515.46</td>
</tr>
<tr>
<td>3. 5,000 – 12,000 Gallons</td>
<td>24,394</td>
<td>$0.0097</td>
<td>$236.62</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**  $57,902.00

**Estimated Total Cost = Quantity X Mark-Up per Gallon**  
**Payment terms will be NET 10 days from receipt of invoice**  
**Please see Payment Option Letter**

**CITY OF STOCKTON BUSINESS LICENSE NUMBER** 13 - 00111875

Mansfield Oil Company  
FIRM  
1025 Airport Parkway SW  
Gainesville, GA 30501  
ADDRESS  
(800) 255 - 6699  
BUSINESS PHONE

[Signature]  
DIRECTOR OF GOVERNMENT PRICING  
TITLE  
(800) 255 - 6699  
EMERGENCY PHONE
EXHIBIT E

SECURITY DEPOSIT AGREEMENT

This Security Deposit Agreement is made effective this 15th day of August, 2012 by and between MANSFIELD OIL COMPANY OF GAINESVILLE, INC., with an address of 1025 Airport Parkway, SW, Gainesville, GA 30501 ("Mansfield") and CITY OF STOCKTON, a municipal corporation ("Customer").

In order to induce Mansfield to enter into an agreement to sell petroleum products to Customer in accordance with the terms of a certain fuel supply agreement between the parties, Customer agrees to provide a security deposit to Mansfield in the sum of $100,000.00 (the "Deposit").

Customer and Mansfield intend for this Deposit to be made contemporaneously as an inducement for Mansfield to sell new product to Customer and for Customer to assure payment, the result being an exchange of new value; and new value has been received by Customer.

Customer shall have no control over deposit or remaining interest in the deposit funds except as expressly provided for herein. Funds shall be held in an interest-bearing account maintained by Mansfield.

This Deposit shall be held by Mansfield for purposes of reducing or offsetting any and all debts, debits, and shortfalls, invoices, contingent liabilities, credit line excess, including reasonable and legal interest thereon and reasonable attorney's fees (hereinafter "Debt") specifically owed by Customer to Mansfield for the sale of petroleum products from Mansfield to Customer or any other obligations owed by Customer to Mansfield under the terms of the fuel supply agreement entered into between the parties.

The parties specifically agree that Mansfield holds a perfected security interest and lien in the Deposit. Mansfield’s security interest and lien in the Deposit shall be deemed perfected at the time the Deposit is tendered to Mansfield and at the time the interest is earned in the interest bearing account. Furthermore, Mansfield shall have the right to file, but is not required to do so to perfect its lien and security interest in the Deposit, a UCC Financing Statement that describes the Deposit as collateral.

If Customer fails to pay Mansfield for any Debt when due, then Mansfield shall have the right to apply the portion of the Deposit that is equivalent to such outstanding Debt against such outstanding Debt. To the extent any portion of the Deposit remains after such setoff, Customer agrees that Mansfield shall hold the remaining portion according to the terms set forth herein.

In the event that Mansfield, in its sole discretion, determines that the likelihood of repayment of the Debt by the Customer has been compromised due to insolvency or other reasons, Customer hereby expressly agrees that Mansfield may setoff the deposit as provided herein, or place a temporary hold on the Deposit, and Mansfield may refuse to return, pay, or turnover the Deposit to Customer, until such time as Mansfield may exercise its rights and remedies. Customer expressly and affirmatively waives and relinquishes its right to oppose any motion to permit setoff filed by Mansfield to enforce the lien and security interest in the Deposit. However, nothing in this paragraph shall require Mansfield to institute any legal action, obtain permission from any court, or to do any act not otherwise required by law.

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EXHIBIT E

In the event that Customer is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Mansfield is entitled to the automatic and absolute lifting of any automatic stay as to the enforcement of its remedies under this Deposit Agreement and any and all other agreements entered into between Customer and Mansfield, including specifically, but not limited to the stay imposed by Section 362 of the United States Federal Bankruptcy Code, as amended; Customer hereby consents to the immediate lifting of any such automatic stay, and will not contest any motion by Mansfield to lift such stay; Customer expressly acknowledges that (a) there is no equity in the Deposit unless funds are remaining after setoff and payment of all sums owed to Mansfield and (b) the Deposit is not now, and will never be necessary to any plan of Reorganization of any type.

Notwithstanding anything to the contrary herein, Mansfield reserves the right to extend, or not extend, credit to Customer in its sole discretion.

At any time, Customer may request a return of the Deposit in writing. If Customer provides alternate security acceptable to Mansfield (e.g., Letter of Credit), then the Deposit shall be returned to Customer within five (5) business days of Customer's written request to Mansfield. Also, if the Deposit has not been previously returned, then at the time of termination of the fuel supply relationship between the parties, and upon confirmation that all Debt owed by Customer to Mansfield has been paid in full, Mansfield shall return the Deposit and any accrued interest to Customer.

This agreement shall be construed and governed by the laws of the State of California.

The parties intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

CITY OF STOCKTON

By: [Signature]
Name: Michael E. Locke
Title: Deputy City Manager
Execution Date: 3/1/2012

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

By: [Signature]
Name: David Zarfoss
Title: Director of Pricing
Execution Date: 8/15/2012
EXHIBIT F

INSURANCE REQUIREMENTS

FUEL SUPPLIER VENDOR

VENDOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, volunteers, or employees.

INSURANCE Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:

A. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for “any auto” with combined single limits of liability of not less than $1,000,000 each occurrence.

B. WORKERS' COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

C. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;

FOR ADDITIONAL REQUIREMENT(S):

(i) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $5,000,000 per occurrence, and $10,000,000 Aggregate limit. City may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

(ii) ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY, to include liability for Groundwater contamination, Explosion, Sudden and Accidental and Environmental cleanup, etc. Same minimum limits as Commercial General Liability.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved
EXHIBIT F

occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Vendor’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor’s insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor’s full policy limits and these minimum requirements shall not restrict the Vendor’s liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY’s execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202
EXHIBIT F

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY’s Risk Manager (209) 937-8617 and the fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.
EXHIBIT G
ORIGINAL BID DOCUMENT

CITY OF STOCKTON

REQUEST FOR SEALED BIDS
FUEL DELIVERY SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 14-012)

BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, MAY 15, 2014,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997
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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California from qualified firms to meet the fueling requirements for City of Stockton facilities in strict accordance with the specifications (PUR 14-012).

The bid specifications and forms can be obtained from the City of Stockton's website at http://www.stocktongov.com/bidflash and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but no later than 2:00 p.m., on Thursday, MAY 15, 2014.

The City reserves the right to reject any and/or all quotations received.

For information on Process/Clarification, please contact Concepcion Gayotin, Purchasing, at (209) 937-8712, e-mail: Concepcion.Gayotin@stocktongov.com.

Dated: April 24, 2014

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON
Did You:

* **Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES 14-22):**
  * Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
  * Complete and sign the "Bid to be Submitted" form.
  * Sign the "Bidder's Agreement" form.
  * Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
  * Include with bid, name and e-mail address for City contact.
  * Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) CD with an electronic version of the bid documents.
  * Review all clarifications/questions/answers on the City's website at http://www.stocktongov.com/bidflash
  * Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **MAY 15, 2014**, at 2:00 p.m. Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date. **Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted.** **NOTE:** The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.

A) BID – FUEL DELIVERY SERVICES

B) (PUR 14-012)

C) MAY 15, 2014

**CONTACT INFORMATION:**

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<tr>
<td>(209) 937-8712</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:Concepcion.Gayotin@stocktongov.com">Concepcion.Gayotin@stocktongov.com</a></td>
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*If not completed as required, your proposal may be voided.

*DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

*THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR PROPOSAL.*
REQUEST FOR SEALED BIDS
FUEL DELIVERY SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 14-012)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BIDS

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide FUEL DELIVERY SERVICES (PUR 14-012) for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than 2:00 p.m., on Thursday, MAY 15, 2014, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "FUEL DELIVERY SERVICES (PUR 14-012)." Additionally, submit one (1) CD with an electronic version of the bid documents. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)
1.4 CONSEQUENCE OF SUBMISSION OF BID

A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.

B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.

C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.6 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: CONCEPCION GAYOTIN
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Concepcion.Gayotin@stocktongov.com

Such request for clarification shall be delivered to the City by May 1, 2014. Any City response to a request for clarifications/questions/answers will be posted on
the City’s website at http://www.stocktongov.com/bidflash by May 8, 2014, and will become a part of the bid. The bidder should await responses to inquiries prior to submitting a bid.

1.7 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

A. Evidence of collusion among bidders;

B. Any attempt to improperly influence any member of the evaluation panel;

C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder’s bid submittal and considered non-responsive.

D. A bidder’s default in any operation of a contract which resulted in termination of that contract; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.

F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code

1.8 INFORMAL BID REJECTED

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

A. Any of the bid forms are left blank or are materially altered;

B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.
1.9 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

B. If bidder’s supplier(s) and/or subcontractor’s involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

1.10 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.11 HOLD HARMLESS DEFENSE CLAUSE

Contractor agrees to indemnify, save, hold harmless, and at City’s request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.12 INSURANCE REQUIREMENTS

Proper insurance certificates must be on file with the City of Stockton Risk Management upon bid submittal. Please see Attachment 3 for insurance requirements.
1.13 **APPLICABLE LAW**

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.14 **METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.15 **NOTICE TO OUT-OF-STATE VENDOR**

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton’s payment of sales/use tax can be directed to the City of Stockton’s Purchasing Division at (209) 937-8357.

1.16 **COMPETITIVE PRICING**

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify CITY of such change and any Contract with City shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.17 **FUNDING**

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, any contract will
terminate without penalty, at the end of the term for which funds are appropriated.

1.18 **UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

1.19 **AUDITING OF CHARGES & SERVICES**

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.20 **CHANGES**

The City’s Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder’s project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.21 **OTHER GOVERNMENTAL AGENCIES**

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.22 **PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.
REQUEST FOR SEALED BIDS
FUEL DELIVERY SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 14-012)

2.0 MINIMUM SPECIFICATIONS

2.1 AWARD
Award will be made to the bidder offering equipment, price, service, delivery and support deemed to be to the best advantage of the City of Stockton. All requirements must be submitted with the quotation, up to and including Business License and Insurance Requirements. The City Purchasing Agent shall be the sole judge in making this determination.

2.2 CONTRACT PERIOD
The pricing shall cover the City of Stockton’s fuel requirements for the period January 1, 2015 through December 31, 2018, with the option to extend annually for another two (2) years.

2.3 QUALITY
Only products of new manufacture or distillation will be accepted. No recycled or reclaimed products will be accepted. Products shall be seasonal-blended with appropriate vapor pressures.

2.4 TAXES
A. State Sales Tax and all other applicable taxes shall be added to the invoice at the time of delivery.
B. The City of Stockton is exempt from Federal Excise Tax.
C. California Excise Tax, California Oil Spill Surcharge, Leaking Underground Storage Tank Tax, Federal Oil Spill Fee and Lead Poison Prevention Fee shall be set out as separate items on the invoice.
D. At the time of award, the successful bidder shall supply the City with a detailed breakdown of all taxes included in the prices that will be shown on the invoices.

2.5 PRICE QUOTE
Prices shall be quoted on the basis of Cents per Gallon Mark-Up and shall remain firm for the length of the contract.
2.6 QUANTITIES

Quantities reflected in the bid form are approximate and the City of Stockton guarantees no minimum quantity. The City reserves the right to increase or decrease quantities as required.

2.7 PRODUCT PRICING

The City shall pay the daily Unbranded OPIS (Stockton average) rack price available at time of pick-up from the Stockton Rack, for each product supplied, plus the Mark-Up and applicable taxes.

2.8 PRICE VERIFICATION

During period of contract, successful bidder will be required to provide price verification. Successful bidder will be required to submit copies of the daily Unbranded OPIS (Stockton average) rack price, with their bill of lading for each tank/truck/trailer load of unleaded or ultra low sulfur clear diesel.

The Bidder hereby agrees to furnish petroleum products in accordance with the specification listed and for the prices indicated on the Fuel Bid Form based on the average Unbranded Stockton rack price available at time of pick up from Stockton Rack, for each product supplied, plus mark-up and applicable taxes per location/delivery.

Price differences between deliveries will be reflected in submitted OPIS and price verification with the corresponding invoice(s).

2.9 PAYMENT

As products are delivered, Bidder shall email completed invoices and delivery ticket(s)/bills of lading with weekly statements to Purchasing and Fleet Staff at the following e-mail addresses: Fuel@Stocktongov.com.

Delivery ticket(s)/bills of lading must include (1) location and (2) quantity-delivered-verification signatures of both City of Stockton staff and Contractor delivery staff.

Invoices must reference delivery date, type of fuel delivered, quantity, delivery location and include pricing rate, as well as amount due. A separate invoice will be submitted per delivery location.

Every month, Bidder will submit a statement listing all invoices and outstanding amounts. Payment to successful bidder will be made net thirty (30) days from receipt of the correct/approved statement. Payment terms may be negotiable. Please include such terms in the submitted quotation.
2.10 **FACILITY LOCATIONS AND CAPABILITIES**

Bidder agrees that price includes all freight and handling charges as well as delivery to the City of Stockton facilities as described on Attachment #1. City reserves the right to add or delete delivery locations as required.

Except as set forth in Attachment #1, Bidder shall, at its sole cost and expense, furnish all facilities and equipment that may be required for supplying fuel.

City of Stockton shall ensure availability of staff for quantity verification and signature and will ensure that no significant delays in providing quantity verification and signature are caused. Bidder agrees to provide a delivery schedule should it be different from the schedule below:

- **Tuesdays**  — Main PD and locations requiring delivery twice a week
- **Thursdays** — Municipal Service Center (Corp Yard) requiring every two weeks
- **Fridays** — Municipal Utilities, Main PD, and locations requiring deliveries twice a week

2.11 **SPECIAL REFUELING REQUIREMENTS**

The following facilities are to receive fuel (Diesel and/or Unleaded) twice each week on a keep full basis:

- Fire Co. #2, 110 West Sonora Street
- Fire Co. #3, 1116 East First Street
- Fire Co. #4, 5525 Pacific Avenue
- Fire Co. #7, 1767 Hammer Lane
- Police Department, 22 East Market Street
- Police North Station, 7209 Tam O’Shanter

The following fourteen facilities are to receive fuel (Diesel and/or Unleaded) once each week on a keep full basis:

- Fire Co. #1, 1815 Fresno Avenue (currently closed – no deliveries until further notice)
- Fire Co. #5, 3499 Manthey Road
- Fire Co. #6, 1501 Picardy Drive
- Fire Co. #9, 550 East Harding Way
- Fire Co. #10, 2903 West March Lane
- Fire Co. #11, 1211 East Swain Road
- Fire Co. #12, 4010 East Main Street
- Fire Co. #13, 3606 Hendrix
- Fire Co. #14, 3019 McNabb Place
- Regional Wastewater Control, 2500 Navy Drive
- Municipal Service Center, 1465 South Lincoln Street

The following facilities are to receive Diesel on an as needed basis:
Oak Park, Billy Hebert Field
Bianchi & Calaveras Storm Station, 104 E Bianchi Road
Don Avenue & Mosher Slough Storm Station, 8676 Don Avenue
El Dorado & Mosher Storm Station, 8477 N El Dorado St
Royal Oaks & Bear Creek Storm Station, SE corner of Dentoni Park
Spanos Park West Storm Station, Back of Michael Faklis Park
Yarmouth & Mosher Storm Station, 8572 Yarmouth Drive
Brookside Estates Sanitary Pump Station, March Lane/Buckley Cove Way
Swenson Park & 5 mile Creek Sanitary Pump Station, North Pump Station,
Swenson Golf Course
Smith Canal Sanitary Pump Station, 2144 Fontana Avenue
Westside Interim Sanitary Pump Station, 14 mile Slough, Old North Plant
DWSP, 11373 N Lower Sac Road, Lodi
Intake Center, 10001 Correia Road, Stockton

The following facilities are to receive Dyed Diesel on rare occasions:

Bianchi Storm Station
Don Avenue Station
El Dorado & Mosher Station
Arch Road Station

2.12 RESPONSE TIME
Bidder agrees that delivery will be made within 24 hours after receipt of notification of product requirement by the City of Stockton or per the requirements stated in the Special Refueling Requirements section of this document.

Bidder agrees to be available during the hours of 7am to 5pm, Pacific Standard Time.

2.13 CANCELLATION
City of Stockton may terminate resulting contract at any time by mailing a notice in writing to Contractor. The contract shall then be deemed terminated and no further deliveries shall be performed by Contractor. If the contract is so terminated, the Contractor shall be paid for the fuel actually delivered through the time the notice of termination is received. Contractor may terminate this Agreement with a 60-day advanced written notice of cancellation submitted to the City of Stockton.

NOTE: Any one violation of the “keep full basis” requirement shall be just cause for termination.
2.14 ASSIGNMENT

Any contract resulting from this process and any amendments or supplements thereto shall not be assignable by successful Bidder either voluntarily or by operation of law without the written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship proceeding. Such contract shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the respective parties hereto.
BID DOCUMENTS

A) BID – FUEL DELIVERY SERVICES
B) PUR 14-012
C) MAY 15, 2014

COMPANY NAME: ________________________________

CONTACT NAME: ________________________________

ADDRESS: _____________________________________

______________________________________________

TELEPHONE NUMBER: ____________________________

EMAIL: ________________________________
CITY OF STOCKTON
FUEL BID FORM
BID TO BE SUBMITTED

The twelve month Estimated Quantities, as follows, are to be used for bidding on the City's annual fuel requirements. The undersigned hereby agrees to furnish petroleum products in accordance with the specifications listed and for the prices indicated below based on the lowest Unbranded Stockton rack price available at time of pick up from Stockton Rack, for each product supplied, plus mark-up and applicable taxes per location/delivery:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Mark-Up</th>
<th>Estimated</th>
<th>Total Cost**</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Unleaded Gasoline, Minimum 87 Octane Rating</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Less than 1,000 Gallons</td>
<td>51,835</td>
<td>$_______</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>2. 1,000 – 5,000 Gallons</td>
<td>272,194</td>
<td>$_______</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>3. 5,000 – 12,000 Gallons</td>
<td>110,231</td>
<td>$_______</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>B. Diesel #2 Clear Ultra Low Sulfur</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Less than 1,000 Gallons</td>
<td>103,090</td>
<td>$_______</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>2. 1,000 – 5,000 Gallons</td>
<td>8,520</td>
<td>$_______</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>3. 5,000 – 12,000 Gallons</td>
<td>24,394</td>
<td>$_______</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL $_________

**Estimated Total Cost = Quantity X Mark-Up per Gallon

PAYMENT TERMS: ______________________________________________________________

CITY OF STOCKTON BUSINESS LICENSE NUMBER__________________________

FIRM ________________________________________________________________

ADDRESS _____________________________________________________________

BUSINESS PHONE ________________________________

SIGNED BY ____________________________________________________________

TITLE ____________________________

EMERGENCY PHONE ________________________________
BIDDER'S AGREEMENT

In submitting this bid, as herein described, the Bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.

2. They have reviewed and understand all clarifications/questions/answers on the City's website at http://www.stocktongov.com/bidflash.

3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the Bidder on this bid.

4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.

5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be "A Jurat" notarization.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

E-MAIL ADDRESS

NOTE: Bids are invalid which are unsigned. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

OFFICE OF THE CITY CLERK
FIRST FLOOR, CITY HALL
425 NORTH EL DORADO STREET
STOCKTON, CALIFORNIA 95202-1997

On or before 2:00 p.m. MAY 15, 2014, and publicly opened immediately thereafter in the City Council Chambers.

SPECIAL NOTE: U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK'S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK'S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.
# CITY OF STOCKTON
## FUEL BID FORM
(PUR 14-012)

### ATTACHMENT #1

<table>
<thead>
<tr>
<th>LOCATIONS</th>
<th>CAPACITY GALLONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Diesel #2 Clear Ultra Low Sulfur</strong></td>
<td></td>
</tr>
<tr>
<td>Fire Co. #1, 1818 Fresno Avenue</td>
<td>550</td>
</tr>
<tr>
<td>Fire Co. #2, 110 West Sonora Street</td>
<td>1,000</td>
</tr>
<tr>
<td>Fire Co. #3, 1116 East First Street</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #4, 5525 Pacific Avenue</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #5, 3499 Manthey Road</td>
<td>1,000</td>
</tr>
<tr>
<td>Fire Co. #6, 1501 Picardy Drive</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #7, 1767 Hammer Lane</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #9, 550 East Harding Way</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #10, 2903 West March Lane</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #11, 1211 East Swain Road</td>
<td>550</td>
</tr>
<tr>
<td>Fire Co. #12, 4010 East Main Street</td>
<td>550</td>
</tr>
<tr>
<td>Fire Co. #13, 3606 Hendrix</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #14, 3019 McNabb Place</td>
<td>500</td>
</tr>
<tr>
<td>Oak Park, Billy Hebert Field</td>
<td>500</td>
</tr>
<tr>
<td>Regional Wastewater Control, 2500 Navy Drive</td>
<td>2,000</td>
</tr>
<tr>
<td>Municipal Service Center, 1465 South Lincoln Street</td>
<td>12,000</td>
</tr>
<tr>
<td>Bianchi &amp; Calaveras Storm Station, 104 E Bianchi Road</td>
<td>500 &amp; 2 each 10</td>
</tr>
<tr>
<td>Don Avenue &amp; Mosher Slough Storm Station, 8676 Don Avenue</td>
<td>500 &amp; 25</td>
</tr>
<tr>
<td>El Dorado &amp; Mosher Storm Station, 8477 N El Dorado Street</td>
<td>1,000</td>
</tr>
<tr>
<td>Royal Oaks &amp; Bear Creek Storm Station, SE corner of Dentoni Park</td>
<td>1,000</td>
</tr>
<tr>
<td>Spanos Park West Storm Station, Back of Michael Faklis Park</td>
<td>2,500</td>
</tr>
<tr>
<td>Yarmouth &amp; Mosher Storm Station, 8572 Yarmouth Drive</td>
<td>154</td>
</tr>
<tr>
<td>DWSP, 11373 N Lower Sac Road, Lodi</td>
<td>3,500</td>
</tr>
<tr>
<td>Intake Center, 10001 Correia Road</td>
<td>3,500</td>
</tr>
</tbody>
</table>

**Unleaded Gasoline**

<table>
<thead>
<tr>
<th>LOCATIONS</th>
<th>CAPACITY GALLONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Van Buskirk, French Camp Turnpike and Houston Avenue</td>
<td>500</td>
</tr>
<tr>
<td>Fire Co. #2, 110 West Sonora Street</td>
<td>1,000</td>
</tr>
<tr>
<td>Regional Wastewater Control, 2500 Navy Drive</td>
<td>12,000</td>
</tr>
<tr>
<td>Police, North Station, 7209 Tam O'Shanter</td>
<td>2,500</td>
</tr>
<tr>
<td>Police Department, 22 East Market Street</td>
<td>6,000</td>
</tr>
<tr>
<td>Municipal Service Center, 1465 South Lincoln Street</td>
<td>12,000</td>
</tr>
</tbody>
</table>
CITY OF STOCKTON  
FUEL BID FORM  
(PUR 14-012)  

ATTACHMENT #2  

Estimated number of fuel deliveries for 12 months:

<table>
<thead>
<tr>
<th>Unleaded Fuel</th>
<th>No. of Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-500 gallons</td>
<td>136</td>
</tr>
<tr>
<td>500 -1,000 gallons</td>
<td>25</td>
</tr>
<tr>
<td>1,000 – 5,000 gallons</td>
<td>111</td>
</tr>
<tr>
<td>&gt; 5,000 gallons</td>
<td>14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Diesel #2 Clear Ultra Low Sulfur</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1- 500 gallons</td>
<td>610</td>
</tr>
<tr>
<td>500 - 1,000 gallons</td>
<td>20</td>
</tr>
<tr>
<td>1,000 – 5,000 gallons</td>
<td>4</td>
</tr>
<tr>
<td>&gt; 5,000 gallons</td>
<td>4</td>
</tr>
</tbody>
</table>

The above is provided as information only and is no guarantee of future purchases.
VENDOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:

   A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 each occurrence.

   B. **WORKERS’ COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE**;

   FOR **ADDITIONAL** REQUIREMENT(S):

   (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage’s, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $5,000,000 per occurrence, and $10,000,000 Aggregate limit. City may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

   (ii) **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**, to include liability for Groundwater contamination, Explosion, Sudden and Accidental and Environmental cleanup, etc. Same minimum limits as Commercial General Liability.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY. The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*

2. All insurance required by this Agreement shall be with a company acceptable to
the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Vendor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor's full policy limits and these minimum requirements shall not restrict the Vendor's liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

   City of Stockton
   Attention: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY’s Risk Manager (209) 937-8617 and the fax is
(209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.
NON-COLLUSION AFFIDAVIT
FOR INDIVIDUAL PROPOONENT

STATE OF CALIFORNIA, ss.
County of ____________________________

being first duly sworn, deposes and says: That on behalf of any
person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or
person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner
sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_Subscribed and sworn to (or affirmed) before me on this ________ day of _________, 20________

by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_Signature Individual Bidder_

No. 2

AFFIDAVIT FOR CORPORATION PROPOONENT

STATE OF CALIFORNIA, ss.
County of ____________________________

being first duly sworn, deposes and says: That
they are the ___________ of ____________________________ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not
named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm
or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by
collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_Subscribed and sworn to (or affirmed) before me on this ________ day of _________, 20________

by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_Signature Corporation Bidder_

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, ss.
County of ____________________________

being first duly sworn, deposes and say: That they are a member of the firm, association or co-partnership,
designated as ____________________________ who is the party making the foregoing bid; that the other partner, or partners,
are in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced
or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to
themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_Signature_

_Signature_

_Subscribed and sworn to (or affirmed) before me on this ________ day of _________, 20________

by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_Signature_