



CITY OF MANTECA NOTICE INVITING BIDS GASOLINE AND DIESEL FUEL SUPPLIER FY2021/22-FY2025/26

1. NOTICE IS HEREBY GIVEN that the CITY OF MANTECA (hereinafter "CITY") requests bids for **Gasoline and Diesel Fuel Supplier Fiscal Years 2021/22 – 2025/26** (hereinafter "Project"), and will receive bids in the office of the Public Works Department, City Clerks Office, 1001 W. Center Street, Manteca, California, 95337 up to the hour of 2:00 p.m., on the 17th day of June, 2021.

2. Each bid must conform to the requirements of the Request for Bid, General Contract Conditions, Technical Specifications and General Service Agreement comprising the Agreement Documents. Bid are to be submitted using the Bid Form attached herewith.

Bids are to be submitted in the form of cents-per-gallon (rounded to the nearest thousandths of a cent) markup over/under the **OPIS Stockton Daily Rack Average**. The markup bid shall remain firm for the length of Agreement. Contractor shall deliver the lowest available priced product (use lowest priced supplier of fuel). To assist the City in evaluating bids, each Bidder must supply sample price for unleaded gasoline and diesel for May 27, 2021, and June 2, 2021 (see Page 2 of the Bid Form). PLEASE NOTE: These sample prices do not necessarily determine the lowest bid for award of Agreement. The City uses these same prices as estimates for total annual fuel costs. The City's primary factor for determining the award of Agreement is the cents per gallon markup/down.

3. The services to be performed by the successful Bidder are described in the Bid. Copies of the Bid are available at the City Clerks office and online at City of

Manteca Webpage: <https://www.ci.manteca.ca.us/Engineering/Pages/Projects-Out-To-Bid.aspx>. Any questions should be directed to Erma Patrick, Administrative Analyst, via email epatrick@ci.manteca.ca.us **no later than noon on Monday, June 07, 2021. The City shall not be responsible for any explanation or interpretation of the bid other than by a written addendum posted to the City's website no later than 5:00 p.m. Thursday, June 10, 2021. No oral interpretations of any provision in the bid will be given.**

4. Bids must be delivered to the Public Works Department, in care of the City Clerk located at 1001 W. Center Street, Manteca, California, 95337 no later than **2:00 p.m. on Thursday, June 17, 2021**, in a sealed envelope plainly marked on the outside with a return address and the statement below:

**"SEALED BID FOR GASOLINE AND DIESEL FUEL SUPPLIER
FY 2021/22 – 2025/26
DO NOT OPEN WITH REGULAR MAIL"**

5. The City reserves the right to reject any and all bids or to waive any irregularities. The City will award the contract to the lowest responsible bidder. The City may award a contract to the next lowest responsible bidder if the successful bidder refuses or fails to execute the contract. The City also reserves the right to reduce/increase the scope of work for fuel delivery should the City's fuel needs change.

By Order of the City Council of Manteca

Dated this ____ day of _____, 2021

City of Manteca, California

By _____
Cassandra Candini-Tilton, CMC, CPMC
Director of Legislative Services/City Clerk



June 15, 2021

Long Beach

City of Manteca

CA 90808

Attention: Erma Patrick
Public Works Department
Notice Inviting Bids – Gasoline and Diesel Fuel Supplier FY2021/22 – FY2025/26
1001 W. Center St.
Manteca, CA 95337

Dear Ms. Patrick,

Phone 562.420.6000

Merrimac Petroleum, Inc., dba Merrimac Energy Group is very pleased to submit the enclosed bid for the City of Manteca's bulk fuel, unleaded gasoline, and diesel fuel needs. Merrimac is a 33-year-old firm located in Long Beach with fuel business throughout California as well as across the country. Merrimac provides many benefits while working you, we will provide the City with a one stop shop for all petroleum related needs as well as impeccable customer service.

Toll Free 800.900.4081

Merrimac being the incumbent on this fueling contract with the City is offering pricing based off truck and trailer/semi-truck deliveries, and pricing for bobtail truck deliveries. By offering pricing this way, we can offer the City the max discount off OPIS for deliveries via truck and trailer/semi-truck which is where the City takes most of its fuel. The pricing for bobtail deliveries is distorted because the City does not take anywhere near the gallons listed on the pricing page where bobtail trucks are required to be used.

Fax 562.420.6005

For any clarification on that please contact me directly.

Merrimac maintains office hours of Monday through Friday, 8:00 AM until 5:30 PM. We maintain an answering service after hours for emergency purposes should one arise.

We look forward to continuing our work with City of Manteca. Should you have any questions, please contact me directly at (562) 420-6000. Upon request, any additional information or answers will be submitted in an urgent manner.

Sincerely,

www.merrimacenergy.net

A handwritten signature in blue ink, appearing to read "Evan Peters", is written over a faint, stylized red and orange graphic that resembles a swoosh or a stylized 'M'.

Evan Peters, Business Development
Merrimac Energy Group
O: 562-420-6000
C: 530-230-7337
epeters@merrimacenergy.net

ATTACHMENT
 BID FORM
 FOR GASOLINE AND DIESEL FUEL SUPPLIER
 FOR CITY OF MANTECA, A MUNICIPAL ORGANIZATION SAN JOAQUIN COUNTY, CALIFORNIA
 FOR GASOLINE AND DIESEL FUEL SUPPLIER
 2021 – 2025

Name of Bidder:	Merrimac Petroleum, Inc. dba Merrimac Energy Group
Business Address:	3738 Bayer Ave. Ste. 204
	Long Beach, CA 90808
Mailing Address:	3738 Bayer Ave. Ste. 204
City, State, Zip Code:	Long Beach, CA 90808
Phone Number:	(562) 420-6000
E-mail Address:	epeters@merrimacenergy.net
Website:	http://www.merrimacenergy.net/index.html

Complete/initial below and attach all items listed. Completed Bid Packet must be delivered to the Public Works Department in care of the City Clerks office located at 1001 W Center St. Manteca CA 95337 NO LATER than 3:00 p.m. on Thursday, June 10, 2021, in a sealed envelope plainly marked on the outside with a return address and the statement:

"SEALED BID FOR GASOLINE AND DIESEL FUEL SUPPLIER 2021 – 2025
 DO NOT OPEN WITH REGULAR MAIL"

EP

Completed Bid Form

EP

List of Subcontractors

EP

Schedule of Prices

EP

Local Vendor Affidavit (if applicable)

EP

Bidder's Qualifications

SIGNATURE OF BIDDER

The undersigned declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that bidder has examined the Specifications and hereby proposes to sell gasoline and diesel fuel identified herein, in accordance with said Specifications, for the prices set forth in the enclosed Schedule of Prices.

Evan Peters

 Name of Firm Representative (Print)



 Signature of Authorized Firm Representative

Business Development

 Title (Print)

6/15/2021

 Date of Bid

THIS PROPOSAL MUST BE SIGNED BY THE BIDDER

TRUCK & TRAILER PRICING

SCHEDULE OF PRICES

Based on Oil Price Information Service (OPIS) Stockton Daily Rack Average

UNLEADED

Sample Date	Price Per Gallon (exclude all Applicable Taxes)	Mark up (Cents per Gallon)	Total Price Per gallon	Total Cost using estimated Annual Usage of 180,000 gallons (Min Octane 87)
5/27/21	\$2.7458	- .0379	\$2.7079	\$487,422.00
6/2/21	\$2.7487	- .0379	\$2.7108	\$487,944.00

CLEAR DIESEL

Sample Date	Price Per Gallon (exclude all Applicable Taxes)	Mark up (Cents per Gallon)	Total Price Per gallon	Total Cost using estimated Annual Usage of 113,000 gallons
5/27/21	\$2.4794	- .0099	\$2.4695	\$279,053.50
6/2/21	\$2.5308	- .0099	\$2.5209	\$284,861.70

DYED DIESEL

Sample Date	Price Per Gallon (exclude all Applicable Taxes)	Mark up (Cents per Gallon)	Total Price Per gallon	Total Cost using estimated Annual Usage of 15,000 gallons
5/27/21	\$2.4844	- .0469	\$2.4375	\$36,562.50
6/2/21	\$2.5358	- .0469	\$2.4889	\$37,333.50

Sample Date 1 Totals \$ 803,038.00

Eight hundred and three thousand and thirty-eight dollars and zero cents

(Print Amount in words above, in ink) Sample 1

Sample Date 2 Totals \$ 810,139.20

Eight hundred ten thousand and one hundred and thirty-nine dollars and twenty cents

(Print Amount in words above, in ink) Sample 2

Signature



Date 6/15/21

Printed Name Evan Peters

Title Business Development

BIDDERS COMPANY NAME: Merrimac Petroleum, Inc. dba Merrimac Energy Group

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TRUCK & TRAILER PRICING

BOBTAIL PRICING

SCHEDULE OF PRICES

Based on Oil Price Information Service (OPIS) Stockton Daily Rack Average

UNLEADED

Sample Date	Price Per Gallon (exclude all Applicable Taxes)	Mark up (Cents per Gallon)	Total Price Per gallon	Total Cost using estimated Annual Usage of 180,000 gallons (Min Octane 87)
5/27/21	\$2.7458	+ .2200	\$2.9658	\$533,844.00
6/2/21	\$2.7487	+ .2200	\$2.9687	\$534,366.00

CLEAR DIESEL

Sample Date	Price Per Gallon (exclude all Applicable Taxes)	Mark up (Cents per Gallon)	Total Price Per gallon	Total Cost using estimated Annual Usage of 113,000 gallons
5/27/21	\$2.4794	+ .2200	\$2.6994	\$305,032.20
6/2/21	\$2.5308	+ .2200	\$2.7508	\$310,840.40

DYED DIESEL

Sample Date	Price Per Gallon (exclude all Applicable Taxes)	Mark up (Cents per Gallon)	Total Price Per gallon	Total Cost using estimated Annual Usage of 15,000 gallons
5/27/21	\$2.4844	+ .2200	\$2.7044	\$40,566.00
6/2/21	\$2.5358	+ .2200	\$2.7558	\$41,337.00

The pricing/margins over OPIS offered for bobtail deliveries on this page is correct but the gallons that are shown here are no where close to the actual gallons the City orders for bobtail deliveries so the overall dollar amounts are way off and inflated.

Sample Date 1 Totals \$ 879,442.20

Eight hundred seventy-nine thousand four hundred forty-two and twenty cents
(Print Amount in words above, in ink) Sample 1

Sample Date 2 Totals \$ 886,543.40

Eight hundred eighty-six thousand five hundred forty-three and forty cents
(Print Amount in words above, in ink) Sample 2

Signature  Date 6/15/21

Printed Name Evan Peters Title Business Development

BIDDERS COMPANY NAME: Merrimac Petroleum, Inc. dba Merrimac Energy Group

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BOBTAIL PRICING

BIDDER'S QUALIFICATIONS

BIDDER'S EXPERIENCE

The bidder's experience in work of a nature similar to that covered in this Proposal extends over a period of 33 years.

The Bidder has never failed to satisfactorily complete a contract awarded except as follows: (List all exceptions and reasons). The bidder has never failed to complete a contract of the same/similar requirements.

FINANCIAL REFERENCES

Reference is hereby made to the following bank or banks as to the financial responsibility and general reliability of the bidder:

NAME OF BANK/ADDRESS

JP Morgan Chase Bank - 5200 E. 2nd St.
Long Beach, CA 90803 Acct# 951326797

NAME OF BANK/ADDRESS

BIDDERS COMPANY NAME: Merrimac Petroleum, Inc. dba Merrimac Energy Group

LIST OF SUBCONTRACTORS

(if applicable)

NAME	ADDRESS
West Coast Tank Lines, Inc.	120 Manteca Ave. Ste. 102 Manteca, CA 95336
Mountain Valley Petroleum	608 Glide Ave. West Sacramento, CA 95691
Van De Pol Enterprises, Inc.	P.O. Box 1107 Stockton, CA 95201

Bid Name: Gasoline and Diesel Fuel Supplier Fiscal Years 2021/22 –2025/26

Local Vendor Affidavit

The City of Manteca's Purchasing Policy states that according to State Law, Under Public Contract Code section 2002, where responsibility and quality are equal, a city may apply a local small business preference to allow local contractors to compete effectively.

Local Business Enterprises (LBE) are given the opportunity (if within 5% of lowest bid) to be deemed the lowest bidder if they agree in writing to match the lowest bid.

Definition of Local Vendor:

A "local vendor" means a person or legal entity, which has a place of business (other than a PO Box) within the city and a valid, current City of Manteca business license. The local business needs to be operating from a functional office, within the city limits, that is staffed with the company's employees, during normal business hours.

Qualifications:

To qualify as a local vendor, the vendor shall submit with its bid this completed Local Vendor Affidavit to document the following*:

- The business has a facility with a City of Manteca address
- The business will attribute the sales tax from the sale to the City of Manteca
- The business has had a City of Manteca business license for at least one year prior to the opening of the bid

Business Name: DO NOT QUALIFY AS LOCAL VENDOR
Physical Address: _____
Phone: _____ Fax: _____ E-mail: _____
Business License No.: _____ Date License First Issued: _____
Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

Merrimac Petroleum, Inc. dba Merrimac Energy Group
Name of Company Official (typed)

6/15/21
Date


Signature of Company Official

Business Development
Title of Company Official

Submittal of false data will result in disqualification of local vendor preference

*Additional supporting documentation that may be requested by the City to verify qualification includes:

- A copy of current SS2 form (State, Local & District Sales and Use Tax Return Form)
- Copy of current business license
- Proof of current business license



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center (EPIC)
19000 MacArthur Blvd. PH Floor
Irvine, CA 92612

CONTACT NAME: Tina Coleman
PHONE (A/C, No. Ex): 949-417-9164 FAX (A/C, No): 949-809-2364
E-MAIL: tina.coleman@epicbrokers.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Admiral Insurance Company 24856

INSURER B: Ohio Security Insurance Company 24082

INSURER C:

INSURER D:

INSURER E:

INSURER F:

www.edgewoodins.com

INSURED
Merrimac Petroleum, Inc.
Merrimac Energy Group
3738 Bayer Avenue, #204
Long Beach CA 90808

COVERAGES

CERTIFICATE NUMBER: 63051632

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$5,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	FEIPPL2749401	6/13/2021	6/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$100,000 PERSONAL & ADV INJURY \$5,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS (22) 59 12 49 89	6/13/2021	6/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FEIEXS2749501	6/13/2021	6/13/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		FEIPPL2749401	6/13/2021	6/13/2022	\$1,000,000 Each Claim Limit \$2,000,000 Aggregate Limit \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: The City of Manteca, its elected and appointed officers, officials, employees, agents and volunteers
Certificate holder is additional insured for general liability coverage but only if required by written contract with the named insured prior to an occurrence as per form CG2010 0413 and form CG2037 0413 attached. Coverage is primary & non-contributory
General liability waiver of subrogation applies if required by written contract per form ECC320 0712. Automobile additional insured, waiver of subrogation and primary wording will apply if required by written contract as per forms CA8810 0113 & AC84230811.

CERTIFICATE HOLDER

City of Manteca
Attn: Jeff Koester
1001 W. Center Street
Manteca CA 95337

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony D'Asaro

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ACORD 25 (2016/03)

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7/27/2021

POLICY NUMBER: FEIPPL2749401

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

7/27/2021

POLICY NUMBER: FEIPPL2749401

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

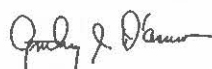
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





Merrimac Petroleum, Inc.

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 6/13/2021, attaches to and forms a part of Policy Number FEIPPL2749401. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

ECC-320-0712



City of Manteca

1001 W. Center St.
Manteca, CA 95337

Legislation Text

File #: 21-195, Version: 1

City Council Agenda

Memo to: Manteca City Council
From: Panos Kokkas, Director of Public Works
Prepared by: Erma Patrick, Administrative Analyst
Date: May 18, 2021
Subject: Approve Invitation to Bid for City of Manteca Fuel Contract.

Authorize a call for Bid for the City of Manteca Fuel Contract. Establish authorizations for City Manager to sign all contract and amendments pertaining to the Fuel Contract.

Background:

The City of Manteca's fuel contract expired June 30, 2019. This contract was maintained by the prior Finance Department, Public Works will be now be maintaining it.

Staff is recommending moving forward to solicit bids to purchase gasoline and diesel fuel in bulk quantity for the City's vehicles and equipment. By purchasing in bulk, the per-gallon cost is lower resulting in a savings for the City. The fuel will be delivered to the City as needed.

Staff is recommending for expediency that the City Manager receive authorization to review bid tabulations and sign any contract documents and/or amendments that will expedite the fuel contract process. Attached is the documentation that will be used to solicit said bids.

Recommended Action:

- A. Authorize Director of Legislative Services/City Clerk sign to Notice to Contractors;
- B. Authorize the Department of Public Works to advertise for competitive bids;
- C. Authorize the City Manager to execute a contract with the lowest responsive bidder; provided the contract amount does not exceed available funds or to reject all bids; and
- D. Authorize the City Manager to approve all change orders, amendments, provided the contract amount does not exceed available funds for the project.

Fiscal Impact:

Gasoline and diesel fuel is funded through various City departments/division accounts, including the General Fund. Sufficient funds will be requested in the Fiscal Year 2021/22 Preliminary Budget to address projected costs associated with a new contract.

Documents Attached:

- 1. Attachment 1 - Notice of Invitation to Bid

Bid Tabulation for Fuel Contract
17-Jun-21

Tabulated Winner

Truck and Trailer 90% of fuel				Hunt & Sons, Inc.			Merrimac Petroleum,		
Bid item #	Item Description	Quantities	Units	Item cost	Mark Up	total cost	Item cost	Mark Up	total cost
1	Unleaded	1	gal	2.7458	0.005	2.7508	2.7458	-0.0379	2.7079
	Unleaded	1	gal	2.7487	0.005	2.7537	2.7487	-0.0379	2.7108
2	Clear Diesel	1	gal	2.4794	0.005	2.4844	2.4794	-0.0099	2.4695
	Clear Diesel	1	gal	2.5308	0.005	2.5358	2.5308	-0.0099	2.5209
3	Dyed Diesel	1				0			0
	Dyed Diesel	1				0			0
						10.5247			10.4091
				90% of supply		9.47223	90% of supply		9.36819
Bobtail 10% of fuel				Hunt & Sons, Inc.			Merrimac Petroleum,		
Bid item #	Item Description	Quantities	Units	Item cost	Mark Up	total cost	Item cost	Mark Up	total cost
1	Unleaded	1	gal	2.7458	0.139	2.8848	2.7458	0.22	2.9658
	Unleaded	1	gal	2.7487	0.139	2.8877	2.7487	0.22	2.9687
2	Clear Diesel	1	gal	2.4794	0.139	2.6184	2.4794	0.22	2.6994
	Clear Diesel	1	gal	2.5308	0.139	2.6698	2.5308	0.22	2.7508
3	Dyed Diesel	1		2.4844	0.139	2.6234	2.4844	0.22	2.7044
	Dyed Diesel	1		2.5358	0.139	2.6748	2.5358	0.22	2.7558
						16.3589			16.8449
				10% of supply		1.63589	10% of supply		1.68449
						11.108	11.053		