



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

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	Various
DESCRIPTION:	E85 (Ethanol) Fuel
CONTRACTOR(S):	Golden Gate Petroleum InterState Oil Company
CONTRACT TERM:	9/2/2007 – 9/1/2008
DISTRIBUTION LIST:	Posted Electronically on http://www.pd.dgs.ca.gov/contracts/91-04.htm
STATE CONTRACT ADMINISTRATOR:	Michael Aguilio (916) 376-5482 michael.aguilio@dgs.ca.gov

Rita Hamilton, Deputy Director

Effective Date: **09/2/2007**

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1. OVERVIEW

Two (2) statewide contracts have been awarded to two (2) suppliers for E85 (Ethanol) fuel. The contractors for these contracts shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of E85 (Ethanol) fuel. The contracts and awarded suppliers are as follows:

Contract No.	Area	Contractor	Effective Dates
1-07-91-04-A	Northern Region	InterState Oil Company	9/2/207 – 9/2/2008
1-07-91-04-B	Central Region	Golden Gate Petroleum	9/2/207 – 9/2/2008

The region areas are defined as follows:

Northern California Region Counties:

Amador	Humboldt	Nevada	Solano
Alpine	Lake	Placer	Sonoma
Butte	Lassen	Plumas	Sutter
Colusa	Marin	Sacramento	Tehama
Del Norte	Mendocino	Shasta	Trinity
El Dorado	Modoc	Sierra	Yuba
Glenn	Napa	Siskiyou	Yolo

Central California Region Counties:

Alameda	Madera	San Francisco	Stanislaus
Calaveras	Mariposa	San Joaquin	Tuolumne
Contra Costa	Merced	San Mateo	Tulare
Fresno	Monterey	Santa Clara	
Kings	San Benito	Santa Cruz	

Southern California Region Counties:

Imperial	Los Angeles	Riverside	San Luis Obispo
Inyo	Mono	San Bernardino	Santa Barbara
Kern	Orange	San Diego	Ventura

2. SCOPE

These user instructions apply to the above contracts and to the one-year requirements of the State of California and participating local agencies for E85 (Ethanol) fuel. The contracts include an option for two (2), one (1) year contract extensions.

The contractors shall permit local governmental agencies to participate under these contracts. Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12

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schools and community colleges”, empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b).

Local governmental agencies shall have the same rights and privileges as the State under the terms of these contracts. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of these contracts.

3. CONTRACT PRICING STRUCTURE

The contract cost is based on two factors: *Region Base Market Cost* and the *Differential Cost*. The following formula outlines the contract price per gallon to be paid by the ordering agency.

Contract Pricing Formula:

$$\text{REGION BASE MARKET COST} + \text{DIFFERENTIAL} = \text{COMPOSITE COST} \\ \text{(Total Price per Gallon)}$$

Region Base Market Cost: Calculated weekly by the State’s Contract Administrator and is available on the DGS website at www.pd.dgs.ca.gov/contracts/fuelrates.

Differentials:

The differential costs for each contract is listed below:

CONTRACT 1-07-91-04-A (Northern Region)

Contractor Name: InterState Oil Company

Differential
.3685

CONTRACT 1-07-91-04-B (Central Region)

Contractor Name: Golden Gate Petroleum

Differential
0.5100

4. PUBLICATION POSTING

The Department of General Services, Procurement Division tracks and monitors fuel changes. Procurement Division will prepare and e-mail to the contractors a posting daily of REGION BASE MARKET COST for all fuels. Procurement Division shall additionally post on the Internet the consolidated weekly base prices each Monday or the first working day of the week. The weekly posting shall include the daily price changes. The contractor shall forward a copy of the Procurement Division weekly posting to all delivery locations that have been invoiced for payment to substantiate the accuracy of the base pricing on the invoice. The fuel rates can be accessed and viewed on Procurement Division’s web site at www.pd.dgs.ca.gov/contracts/fuelrates).

5. CONTRACT USAGE/RULES

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- A. The use of these contracts is mandatory for all State agencies. Other branches of government, constitutional officers, other State agencies such as California State Universities and local governments can also take advantage of this competitively bid contract.
- B. Local governmental agency use of these contracts is optional. While the State makes these contracts available to local governmental agencies, each local governmental agency should determine whether these contracts are consistent with its procurement policies and regulations.
- C. Ordering State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contract Manual Volume 2 and 3, as applicable.
- D. Prior to placing orders against these contracts, State departments must have been granted purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamannual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- E. State departments and local agencies are required to have a Department of General Services (DGS) agency billing code prior to using these contracts. DGS agency billing codes may be obtained by contacting the DGS billing code contact and providing the following information:
 - State Department or Local Government Name
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

Email the required information to the following DGS billing code contacts:

- Marilyn.ebert@dgs.ca.gov and
- Wilson.lee@dgs.ca.gov

6. DGS ADMINISTRATIVE FEES

The DGS will bill each State department and local agency an administrative fee for use of these statewide contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. (You may click on "DGS Price Book" at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm> for current fees.)

7. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contract Administrator:	Michael Aguilio
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor North West Sacramento, CA 95605
Telephone:	(916) 376-5482

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Facsimile: (916) 375-4613
E-Mail: michael.aguillio@dgs.ca.gov

Contract 1-07-91-04-A (Northern Region)

Contractor Name: InterState Oil Company
Address: 4545 Dudley Blvd.
McClellan, CA 95652
Contract Administrator: Brent Andrews
Telephone: (916) 640-0444
Facsimile: (916) 266-2440
E-Mail: bandrews@interstateoil.com

Contract 1-07-91-04-B (Central Region)

Contractor Name: Golden Gate Petroleum
Address: 501 Shell Ave
Martinez CA 94553
Contract Administrator: Sam Sprowls
Telephone: (929)-228-2222
Facsimile: (925)-957-9591
E-Mail: samsprows@netscape.net

8. PROBLEM RESOLUTION

Ordering departments and/or contractors shall inform the State's contract administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

9. PURCHASE EXECUTION

A. State departments must use the Purchasing Authority Purchase Order (Std. 65). An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). All Purchasing Authority Purchase Orders (Std. 65) must contain the following information:

- Agency Order Number (Purchase Order Number)
- Agency Billing Code
- Leveraged Procurement Number (Contract Number)
- Purchasing Authority Number
- Agency Name
- Delivery Site
- Region
- Description
- Region Base Market Cost
- Differential Cost
- Composite Cost (Region Base Market Cost + Differential) Per Gallon Extension Price
- Quantity

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B. Local governmental agencies may use their own purchase document. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). The contractors will not accept purchase documents from local agencies without a State issued billing code.

C. All State and local agencies will submit a copy of executed purchase documents to:

DGS/Procurement Division (IMS# Z-1)
Attn: Data Entry Unit – Second Floor
707 Third Street, 2nd Floor North
West Sacramento, CA 95605-2811

10. ORDERING PROCEDURE:

State departments must submit a Purchasing Authority Purchase Order (Std. 65) directly to the contractor(s). Local agencies must submit a local agency purchase order directly to the contractor(s).

There are two (2) ordering methods available on these contracts:

- U.S. Mail
- Facsimile

When using any of the two (2) ordering methods, all State departments must conform to proper State procedures.

Contractors Ordering Information

The ordering information for each contract is listed below:

CONTRACT 1-07-91-04-A (Northern Region)	
Company Name:	InterState Oil Company
Address:	4554 Dudley Blvd. McClellan, CA 95652
Facsimile:	(916) 266-2440

CONTRACT 1-07-91-04-B (Central Region)	
Company Name:	Golden Gate Petroleum
Address:	501 Shell Ave. Martinez, CA 94553
Facsimile:	(925)-957-9591

11. ORDER LIMITS

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Minimum delivery quantity shall be: Seventy percent (70%) of tank capacity for below ground tanks and sixty percent (60 %) of tank capacity for above ground tanks. Minimum order must be at least 2500 gallons. Deliveries for less than the minimum order quantity shall be delivered at the contract price plus a "PREMIUM" of not more than ten cents (\$0.10) per gallon.

12. ORDER ACKNOWLEDGEMENT

The contractors will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Agency Order Number (Purchase Order Number)
- Total Cost
- Delivery Date

13. DELIVERY SCHEDULES

Delivery shall be made to the specified locations listed on Attachment A – Locations of Delivery Sites except by written authorization from Procurement Division. Ordering agencies without delivery locations specified on the Attachment A should complete a Delivery Location Addition Request Form (located online at <http://www.pd.dgs.ca.gov/contracts/91-04.htm>) and submit it directly to the State's Contract Administrator.

All deliveries made in a tank wagon must be metered. Deliveries to remote locations may, by mutual agreement with the receiving location and the contractor(s), be delivered on a regularly scheduled "keep full" basis, with no additional charges to the State.

- A. Regular Delivery: Delivery is to be completed in full within three (3) working days after receipt of order (ARO) by the contractor during regular working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except State observed Holidays.
- B. Urgent Delivery: Contractor shall make urgent deliveries during regular working hours for minimum delivery requirements within one (1) working day ARO at NO ADDITIONAL COST to State or local agencies. Urgent deliveries are not anticipated to occur often and should be kept to a minimum by the ordering agency.

14. FREIGHT ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization.

15. DELIVERY CHARGES

The following table identifies the additional delivery charges associated with these contracts.

Contract No.	Contractor Name	Delivery Charges (See below for definitions)		
		Emergency Deliveries	Detention Charge	Trip Charge
1-07-91-04-A	InterState Oil Company	\$ 120.00	\$ 2.50 per minute	\$ 250.00

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1-07-91-04-B	Golden Gate Petroleum	\$ 120.00	\$ 2.50 per minute	\$ 250.00
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- A. Emergency Deliveries: Deliveries requested outside the regular working hours of 8:00 a.m. to 5:00 p.m. and State observed holiday's days shall be considered an emergency. Orders may be placed by telephone, followed by a purchase order (Std. 65) sent to the contractor by facsimile or US mail. Emergency delivery invoice must accompany the fuel invoice for payment of the emergency delivery fee. Emergency deliveries of minimum quantities shall be made within one (1) working day ARO by contractor. The contractor charge for these deliveries is listed above.
- B. Detention Charge: During normal delivery hours of 8:00 a.m. to 5:00 p.m. the contractor's truck upon arrival shall be admitted to the delivery site without delay. If the contractor attempts to deliver fuel to a delivery site and the contractor's truck is detained at the delivery site for reasons such as locked gates, unavailable receiving personnel, etc. caused by the ordering agency the contractor shall be entitled to a detention fee. Detention time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). A detention time invoice must accompany the fuel invoice for payment of the detention fee. The contractor charge for these deliveries is listed above.
- C. Trip Charge: During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck upon arrival shall be admitted to the delivery site without delay. If the contractor attempts to deliver fuel to a delivery site and is not admitted to the delivery site for reasons beyond the contractor's control caused by the ordering agency the contractor shall be paid a trip charge fee. Trip charge time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice for payment of trip charge fee. The contractor charge for these deliveries is listed above.
- D. Standing Time: The State shall be entitled to standing time for the purposes of unloading of not more than one hour at no charge. A charge of \$1.00 per minute shall be assessed for standing time in which the carrier's equipment is detained, through no fault of the carrier, in excess of the one no charge hour. Charged time shall be supported with the appropriate documents. For payment to be processed, the standing time billing must accompany, on a separate invoice, the fuel billing. Start time shall begin when the carrier is ready to hook-up to the fuel tank. End time shall conclude when carrier disconnects or is finished loading fuel into the tank.
- E. Late Deliveries: The contractor(s) will pay the ordering agency twenty-five (25) cents per gallon per order for late delivery of E85 (Ethanol) Fuel. Late delivery charges must be supported by appropriate documentation (delivery logs, contact names, etc). The ordering agency will make an adjustment to be reflected on the invoice.

16. INVOICING

Contractors shall render invoices as instructed on each Purchasing Authority Purchase Order (Std. 65). Invoice pricing shall be itemized and each invoice shall contain the following information:

- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Agency Name
- Region
- Description

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- Quantity (net metered gallons delivered)
- Region Base Market Cost
- Differential Cost
- Composite Cost (Region Base Market Cost + Differential) Per Gallon
- Extension Price
- Appropriate Taxes

Note: The State is Federal Excise Tax exempt and shall not pay Federal Excise tax.

Each State Department shall be responsible to furnish all applicable exemption certificates upon request from the contractor. Invoices and payments shall be for net metered gallons delivered. Contractors must charge the agency for net metered gallons delivered only. Contractors shall provide with the invoice a copy of a receipt of gallons delivered. Additionally, a copy of the "Bill of Lading" from the fuel terminal shall accompany all invoices for "Truck and Trailer" deliveries. The contractors must obtain prior approval from Procurement Division before adding and/or modifying any new charges to the agency invoice.

The following charges shall be listed separately on the agency invoice:

- State Sales Tax
- Local Sales Tax
- California Motor Vehicle Fuel Tax
- Leaking Underground Storage Tank Tax
- Oil Spill Liability Trust Fund Tax
- Superfund Tax

17. PAYMENT

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

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. Ordering agencies should contact the appropriate contractors for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit numbers for each of the contractors is listed below. Agencies can verify that the permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contract Number	Contractor Name	Seller Permit #
1-07-91-04-A	InterState Oil Company	78-006258
1-07-91-04-B	Golden Gate Petroleum.	21-63292

20. RECYCLED CONTENT

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Recycled content certifications are not applicable to this commodity.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation under these contracts.

ATTACHMENTS

Attachment A – Location of Delivery Sites (located online at <http://www.pd.dgs.ca.gov/contracts/91-04htm>)