

City of Merced Card-Lock Fuel Station Service Agreement

1. Parties and Term

This Fuel Service Agreement (“Agreement”) is by and between the City of Merced, a California Charter Law Municipal Corporation, located at 678 West 18th Street, Merced, California 95340 (“City”) and Tesei Petroleum, Inc., a California Corporation, located at 1300 South Gateway Drive, Madera, CA 93639 (“Vendor”) and is entered into on this _____ day of _____, 2020.

This Agreement will commence on December 1, 2020 and end on June 30, 2022, but may be extended upon the mutual, written agreement between both parties for one-to-three additional periods of one-year, ending on June 30, 2025. This Agreement allows for fueling services to be provided to all City vehicles for diesel or unleaded fuel from vendor CFN Card-Lock Service Station fueling operation located at 15 West 15th Street, Merced, California. This will include fueling services for up to approximately 390 vehicles/equipment (220 unleaded and 170 diesel powered vehicles/equipment).

2. Note—This Agreement Applies to Fuel Service Only

This Agreement does not alter any current agreements between the parties for fuel delivery to any City fuel tank sites.

3. Fuel Cost

In accordance with the attached request for proposal response, fuel costs shall be based upon a single firm differential price above or below the rack average Stockton, CA price for Regular and Premium Unleaded and Ultra Low Sulfur Diesel fuel as posted in the Oil Price Information Services (OPIS) or OPIS equivalent. See Attachment 1 for detailed pricing.

4. Facility Requirements

The Fuel Servicing facility must be capable of handling large equipment. Additional facility requirements include:

- a) Be located within City limits and as close to the Merced Central Police Station (611 W. 22nd Street) as possible;
- b) Be capable of handling large equipment such as Garbage or Fire Trucks with a gross vehicle weight rating (GVWR) of at least 58,000 lbs;
- c) Be capable of accepting vehicles with a maximum height clearance of 13’6” high;

City of Merced Card-Lock Fuel Station Service Agreement

- d) Be capable of accepting Truck/Trailer combination units greater than 40 feet in length with a combined GVWR of 100,000 lbs;
- e) At least one clear and one dyed diesel dispenser shall have a hose length of at least 20 feet so equipment (i.e. backhoes) will not be required to off load from trailers for fueling;
- f) The facility must be capable of fueling up to 10 vehicles powered by clear diesel, 6 vehicles powered by unleaded (87 Octane), 2 vehicles powered by unleaded (90 Octane) and 2 vehicles powered by dyed diesel at the same time or at any given time of the day.

The facility must be continuously open twenty-four hours per day, seven days per week, and three hundred sixty five days per year. If the fueling facility is offline at **any** dispenser(s) for any length of time, the City of Merced must be immediately notified by calling Public Works Administration at 209-385-6800, M~F, 7:30 AM to 4:30 PM or for after normal working hours, weekends or holidays, call Police Dispatch at 209-385-6905.

If the fueling facility will be offline and unavailable at **all** dispensers for greater than **24 hours**, the service provider must be capable of vending Diesel and/or Unleaded fuel through a tank truck w/dispenser meter, or other portable fuel vending equipment capable of metering fuel. Portable fuel vending will be performed at the City of Merced, Corporation Yard located at 1776 Grogan Ave.

5. Fuel Transaction, Cards/PIN Numbers

The City shall require vendor. to provide a method of identifying both the vehicle and driver separately on each fuel transaction. Vehicles may be identified by individual vehicle fuel card numbers. Driver's identity may be a 4 to 7 digit PIN number (7 digit preferably) or an individual separate card number per employee. The City will agree to pay for all cards initially but requires vendor to make and provide, at no charge, any new or replacement cards thereafter.

The City shall provide vendor with a list of all Vehicle/Equipment Identification numbers by department, initially and each time a vehicle is added or removed from service and shall include a description of the vehicle/equipment type, fuel type and maximum fuel tank capacity.

A list of all employee names by department shall also be provided initially and each time a new employee has the need for a fuel card or leaves city employment and will provide a PIN number for each employee. New PIN

City of Merced Card-Lock Fuel Station Service Agreement

numbers shall be assigned by the City and provided to vendor administration. Any changes such as, new or replacement cards or PINs must be coordinated with the City's Public Works Administration staff by calling 209-385-6800. Card number changes, new card issuances may be provided to the City by fax, email, compact disc or other electronic memory devices.

6. Secured Information

All employee, vehicle or fuel transaction information is strictly confidential and shall **not** be given or shared with **anyone** without prior **written** approval from the City.

7. Fuel Transaction Data

The City must receive fuel transaction data in electronic media via email or other electronic form, i.e. compact disc, memory stick, etc. and in either ASCII or Excel format at least twice per month. Other formats or interval options will be considered but must be pre-approved by the City.

Fuel Transaction data must include the field information found in Attachment 2.

8. Payment/Service Period

Invoices shall occur every ten (10) working days and payments will occur monthly.

9. Termination of Services

Termination of this Agreement may occur at any time by either party but must be given a written 30-day notice.

10. Entire Agreement

This Agreement and the exhibits hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

11. Counterparts

This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

12. Authority to Execute

Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

City of Merced Card-Lock Fuel Station Service Agreement

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

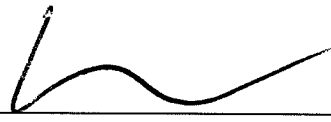
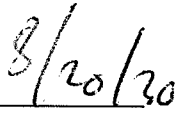
CITY:
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

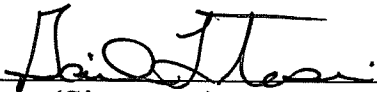
BY:  
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

City of Merced Card-Lock Fuel Station Service Agreement

VENDOR:
TESEI PETROLEUM, INC.

BY: 
(Signature)

GAIL L. TESEI
(Typed Name)

Its: PRESIDENT
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94276500

ADDRESS: PO Box 1263
1300 South Gateway Drive
Madera, CA 93639

TELEPHONE: (559) 673-3597

FACSIMILE: (559) 664-8457

E-MAIL: FINANCE@TESEIPETRO.COM

City of Merced Card-Lock Fuel Station Service Agreement

Attachment 1

Detailed Pricing

Card Lock Commodity	Fuel Commodity	Average Annual Gallons	Firm Differential Pricing Per Gallon	Cost
Card-Lock Unleaded	Unleaded	157,000	0.08830	\$ 13,863.10
Card-Lock Clear Diesel	Clear Diesel	11,000	0.09430	\$ 1,037.30
Card-Lock Dyed Diesel	Dyed Diesel	300	0.09430	\$ 28.29

DIESEL Total Tax Fees	0.41130	\$ 4,524.30
GAS Total Tax Fees	0.53207	\$ 83,534.99

City of Merced Card-Lock Fuel Station Service Agreement

Attachment 2

City of Merced Fuel File Format

Data Element Name	Start Position	End Position	Field Size	Usage	Description
Month	1	2	2	AN / RJ	Month
Day	3	4	2	AN / RJ	Day
Year	5	8	4	AN / RJ	Year
Time Hour	9	10	2	AN / RJ	Hour
Time Minutes	11	12	2	AN / RJ	Minutes
Driver	13	21	9	AN / LJ	City Employee refueling
Location	22	32	11	AN / LJ	Location of fuel station
Mileage	33	40	8	AN / RJ	Mileage reading on vehicle
MPG	41	45	5	AN / RJ	Miles Per Gallon (sample: 35.1)
Fuel Type	46	65	20	AN / LJ	Fuel Type
Quantity	66	72	7	AN / RJ	Quantity of fuel (example: 12.005)
Price	73	78	6	AN / RJ	Price per gallon (example: 4.001)
Total	79	85	7	AN / RJ	Total cost of fuel (example: 48.04)
Card no	86	92	7	AN / RJ	City of Merced Employee Number
Veh no	93	103	10	AN / LJ	City of Merced Vehicle Number

AN = Alphanumeric

RJ = Right justified

LJ = Left justified

(Note: Date and Time can be adjusted if '/' or ':' used in downloaded file format).