

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**PURCHASE AND DELIVERY OF  
UNLEADED 87 OCTANE FUEL AND  
ULTRA-LOW SULFUR DIESEL FUEL**

**between**

**COUNTY OF RIVERSIDE**

**and**

**SC COMMERCIAL, LLC**



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This Agreement is made and entered into this 1<sup>st</sup> day of April, 2022, by and between SC COMMERCIAL, LLC, a Delaware limited liability company, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, for the purchase and delivery of fuel and ultra-low sulfur diesel fuel.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective April 1, 2022 and continues in effect through March 31, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three million dollars (\$3,000,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the COUNTY department that requested the services.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PSA-0004078); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1** COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals

or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-

employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.



**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement. This section does not apply to common carriers required to perform transport deliveries when needed.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical

information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

SC Commercial, LLC  
1800 W. Katella Avenue, Ste. 400  
Orange, CA 92867

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the

CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## **21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special

Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of



a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

DocuSigned by:  
By: Dirk Buesing  
848F0221407440C...  
Dirk Buesing  
Senior Procurement Contract Specialist

Dated: 4/4/2022

**SC COMMERCIAL, LLC**, a  
Delaware limited liability company

DocuSigned by:  
By: Robert W. Bollar  
32F9022F64FF4B0...  
Robert W. Bollar  
Corporate Secretary and Vice President

Dated: 4/1/2022

APPROVED AS TO FORM:

County Counsel

DocuSigned by:  
By: Danielle Maland  
B028215924D2473...  
Danielle Maland  
Deputy County Counsel

## **EXHIBIT A SCOPE OF SERVICES**

### **1.0 Pricing/Reporting**

- 1.1 The price for Unleaded 87 Octane (Unleaded Fuel with 10% Ethanol) shall be based on the 10:00 AM EST Colton OPIS Daily Unbranded Rack Average Price with CAR on the day of delivery, plus vendor quote adjustments (i.e. 10:00 AM EST Colton OPIS Unbranded daily average with CAR + a fixed differential + freight for that site). All products must meet the CARB specifications.
- 1.2 The price for the Ultra Low Sulfur Diesel (U.L.S.D.), 15 PPM Sulfur Content, shall be based on the 10:00 AM EST Colton OPIS Daily Unbranded Rack Average Price with CAR on the day of delivery, plus vendor quote adjustments (i.e. 10:00 AM EST Colton OPIS Unbranded daily average with CAR + a fixed differential + freight for that site). All products must meet the CARB specifications.
- 1.3 The 10:00 AM EST Colton OPIS Daily Unbranded Rack Average Price with CAR plus the site differential will total the composite price. The composite price multiplied by the estimated annual gallons equals the extended total dollar amount per location. The COUNTY will pay all applicable Sales Taxes, CA Oil Spill Surcharges, Diesel Fuel Use Tax (if applicable) and any taxes that are to be paid. Freight will be billed as priced per individual location in the attached Exhibit B of this Agreement.
- 1.4 The location differentials attached will be part of this Agreement. Official copies of the 10:00 AM Colton OPIS daily unbranded rack average with CAR pricing shall accompany each invoice throughout the period of the contract. One Delivery – One Invoice.
- 1.5 The County may add new fueling sites or reduce locations throughout the duration of this Agreement.
- 1.6 Reporting Requirements: CONTRACTOR shall at a minimum accumulate usage on a per-gallon and total sales basis for each department and location. Reports shall be submitted semi-annually listing department, location, sales by gallons, description (unleaded or ultra-low sulfur diesel), and total dollar expenditures. The report shall be submitted within 60 days following the close of the calendar period to the Riverside County Purchasing Department. Prompt and accurate reporting is an essential part of this Agreement. Ad-hoc reports may be requested by the COUNTY on an as needed basis.

## 2.0 Delivery of Fuel

- 2.1 With the exception of weekends and holidays, fuel shall be delivered to a specified point in the County of Riverside within 24 hours from the placement of the order.

### County Observed Holidays:

HOLIDAY	DAY OBSERVED
<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

### \* Note:

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

- 2.2 Fuel delivery shall be made complete as ordered, no partial orders accepted unless mutually agreed upon.
- 2.3 CONTRACTOR shall provide a 24-hour customer support telephone number and services for responding to all requests/orders for fuel, including telephone coverage on weekdays during normal business hours as well as 24-hour access phone number for after hours, weekends, holidays and emergency situations.

- 2.4 CONTRACTOR shall provide a delivery metered ticket for each delivery of fuel, and the metered ticket must be signed and dated, and provided to COUNTY at delivery.
- 2.5 Delivery truck driver shall stick each tank with a fuel tank gauge stick prior to offloading to insure that adequate fuel storage is available to accept the entire shipment without spillage. Readings shall be taken by the driver prior to unloading fuel and after unloading fuel and shall be recorded on the delivery receipts. Each delivery truck must be equipped with a stick. Driver shall sign the delivery ticket at the time and place of delivery.
- 2.6 The COUNTY requires "zero leakage" standard for fuel transfer operations. The CONTRACTOR shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. The CONTRACTOR will likewise ensure that all equipment, tools and procedures used are in compliance with all applicable specification and regulations governing such operations.
- 2.7 In the event of leakage or spillage, it shall be the responsibility of the CONTRACTOR to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the COUNTY's satisfaction. All material associated with such clean up shall be removed by the CONTRACTOR.
- 2.8 CONTRACTOR shall provide all necessary delivery devices to make delivery to each site as required.
- 2.9 CONTRACTOR shall ensure that the transport units can accommodate the delivery logistics at every location prior to dispatching those units. Some locations have above-ground or underground storage tanks.
- 2.10 The COUNTY reserves the right to specify in said orders whether the deliveries are required in tank wagon or truck/trailer loads. Orders must be accepted for truck/trailer split product loads (unleaded/diesel). Split ordered delivery gallons will be considered total gallons ordered.
- 2.11 Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped, in good mechanical condition and appearance, always bearing the correct place card identification of fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by CONTRACTOR, including product in spill containers.

**EXHIBIT B  
PAYMENT PROVISION**

Line Item #	Name	Description	Annual Usage	Unit of Measure	Unit Price	Colton OPIS on 11/23/2021	Differential
<b>Group</b>	<b>Riverside County - Facilities - CAC</b>						
<b>P1.3</b>	Facilities - 3255 E. Tahquitz Canyon	Differential - for Diesel Tank size (1) at 500 gallons	150.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P1.4</b>	Facilities - 3255 E. Tahquitz Canyon	Freight - for Diesel Tank size (1) at 500 gallons	1.00	USD - US Dollar	\$300.0000		
<b>Group</b>	<b>Riverside County - Fire</b>						
<b>P2.1</b>	Fire BCTC - 16902 Bundy Ave Riverside, CA 92519	Differential - for Unleaded Tank size (1) at 1,000 gallons	9388.00	GAL - Gallon	\$3.3565	\$ 3.2665	0.0900
<b>P2.2</b>	Fire BCTC - 16902 Bundy Ave Riverside, CA 92519	Freight - for Unleaded Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$147.0000		
<b>P2.3</b>	Fire BCTC - 16902 Bundy Ave Riverside, CA 92519	Differential - for Diesel Tank size (1) at 1,000 gallons	28400.00	GAL - Gallon	\$3.3565	\$ 3.2420	0.1145
<b>P2.4</b>	Fire BCTC - 16902 Bundy Ave Riverside, CA 92519	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$147.0000		
<b>P2.7</b>	Fire St 09 - 21565 Steele Peak Rd Perris, CA 92570	Differential - for Diesel Tank size (1) at 1,000 gallons	4065.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.8</b>	Fire St 09 - 21565 Steele Peak Rd Perris, CA 92570	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		

<b>P2.25</b>	Fire St 23 - 24919 Marion Ridge Rd Idyllwild, CA 92549	Differential - for Unleaded Tank size (1) at 1,000 gallons	3198.00	GAL - Gallon	\$3.3565	\$ 3.2665	0.0900
<b>P2.26</b>	Fire St 23 - 24919 Marion Ridge Rd Idyllwild, CA 92549	Freight - for Unleaded Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$300.0000		
<b>P2.27</b>	Fire St 23 - 24919 Marion Ridge Rd Idyllwild, CA 92549	Differential - for Diesel Tank size (1) at 1,000 gallons	2842.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.28</b>	Fire St 23 - 24919 Marion Ridge Rd Idyllwild, CA 92549	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$300.0000		
<b>P2.29</b>	Fire St 24 - 50382 Irene St Cabazon, CA 92230	Differential - for Diesel Tank size (1) at 1,000 gallons	3348.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.30</b>	Fire St 24 - 50382 Irene St Cabazon, CA 92230	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.33</b>	Fire St 30 - 70080 Hwy 74 Mountain Center, CA 92561	Differential - for Unleaded Tank size (1) at 1,000 gallons	53.00	GAL - Gallon	\$3.3565	\$ 3.2665	0.0900
<b>P2.34</b>	Fire St 30 - 70080 Hwy 74 Mountain Center, CA 92561	Freight - for Unleaded Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$395.0000		
<b>P2.35</b>	Fire St 30 - 70080 Hwy 74 Mountain Center, CA 92561	Differential - for Diesel Tank size (1) at 1,000 gallons	2802.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.36</b>	Fire St 30 - 70080 Hwy 74 Mountain Center, CA 92561	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$395.0000		
<b>P2.37</b>	Fire St 33 - 44400 Town Center Way Palm Desert, CA 92260	Differential - for Diesel Tank size (1) at 1,000 gallons	14107.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500

<b>P2.38</b>	Fire St 33 - 44400 Town Center Way Palm Desert, CA 92260	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$375.0000		
<b>P2.39</b>	Fire St 34 - 32665 Haddock Street Winchester, CA 92596	Differential - for Diesel Tank size (1) at 1,000 gallons	7447.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.40</b>	Fire St 34 - 32665 Haddock Street Winchester, CA 92596	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.41</b>	Fire St 36 - 31920 Roberts Rd Thousand Palms, CA 92276	Differential - for Diesel Tank size (1) at 1,000 gallons	4844.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.42</b>	Fire St 36 - 31920 Roberts Rd Thousand Palms, CA 92276	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.45</b>	Fire St 40 - 91100 Fourth Street Mecca, CA 92254	Differential - for Unleaded Tank size (1) at 500 gallons	722.00	GAL - Gallon	\$3.4565	\$ 3.2665	0.1900
<b>P2.46</b>	Fire St 40 - 91100 Fourth Street Mecca, CA 92254	Freight - for Unleaded Tank size (1) at 500 gallons	1.00	USD - US Dollar	\$395.0000		
<b>P2.47</b>	Fire St 40 - 91100 Fourth Street Mecca, CA 92254	Differential - for Diesel Tank size (1) at 1,500 gallons	9767.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.48</b>	Fire St 40 - 91100 Fourth Street Mecca, CA 92254	Freight - for Diesel Tank size (1) at 1,500 gallons	1.00	USD - US Dollar	\$395.0000		
<b>P2.49</b>	Fire St 44 - 13987 Main Street Ripley, CA 92225	Differential - for Diesel Tank size (1) at 500 gallons	4946.00	GAL - Gallon	\$3.4920	\$ 3.2420	0.2500
<b>P2.50</b>	Fire St 44 - 13987 Main Street Ripley, CA 92225	Freight - for Diesel Tank size (1) at 500 gallons	1.00	USD - US Dollar	\$495.0000		

<b>P2.55</b>	Fire ST 50 - 70801 Hwy 111 Rancho Mirage, CA 92270	Differential - for Diesel Tank size (1) at 1,000 gallons	5510.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.56</b>	Fire ST 50 - 70801 Hwy 111 Rancho Mirage, CA 92270	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$375.0000		
<b>P2.57</b>	Fire St 53 - 59200 Morris Ranch Road Mountain Center, CA 92561	Differential - for Unleaded Tank size (1) at 1,000 gallons	1751.00	GAL - Gallon	\$3.3565	\$ 3.2665	0.0900
<b>P2.58</b>	Fire St 53 - 59200 Morris Ranch Road Mountain Center, CA 92561	Freight - for Unleaded Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$310.0000		
<b>P2.59</b>	Fire St 53 - 59200 Morris Ranch Road Mountain Center, CA 92561	Differential - for Diesel Tank size (1) at 1,000 gallons	1611.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.60</b>	Fire St 53 - 59200 Morris Ranch Road Mountain Center, CA 92561	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$310.0000		
<b>P2.63</b>	Fire St 59 - 21510 Pinewood Street Perris, CA 92570	Differential - for Diesel Tank size (1) at 1,000 gallons	5363.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.64</b>	Fire St 59 - 21510 Pinewood Street Perris, CA 92570	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$147.0000		
<b>P2.65</b>	Fire St 59 - 21510 Pinewood Street Perris, CA 92570	Differential - for Diesel Tank size (1) at 1,000 gallons	66690.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.66</b>	Fire St 59 - 21510 Pinewood Street Perris, CA 92570	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$147.0000		
<b>P2.73</b>	Fire St 68 - 26020 Wolard Road Menifee, CA 92581	Differential - for Unleaded Tank size (1) at 1,000 gallons	700.00	GAL - Gallon	\$3.3565	\$ 3.2665	0.0900



<b>P2.74</b>	Fire St 68 - 26020 Wolard Road Menifee, CA 92581	Freight - for Unleaded Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.75</b>	Fire St 68 - 26020 Wolard Road Menifee, CA 92581	Differential - for Diesel Tank size (1) at 1,000 gallons	5307.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.76</b>	Fire St 68 - 26020 Wolard Road Menifee, CA 92581	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.81</b>	Fire St 76 - 29950 Menifee Road Menifee, CA 92584	Differential - for Diesel Tank size (1) at 1,000 gallons	10788.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.82</b>	Fire St 76 - 29950 Menifee Road Menifee, CA 92584	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.83</b>	Fire St 78 - 2450 W. Cottonwood Ave San Jacinto, CA 92583	Differential - for Diesel Tank size (1) at 1,000 gallons	4514.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.84</b>	Fire St 78 - 2450 W. Cottonwood Ave San Jacinto, CA 92583	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.87</b>	Fire St 80 - 81-025 Avenue 40 Indio, CA 92203	Differential - for Diesel Tank size (1) at 1,000 gallons	1625.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.88</b>	Fire St 80 - 81-025 Avenue 40 Indio, CA 92203	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$310.0000		
<b>P2.89</b>	Fire St 81 - 37-955 Washington Palm Desert, CA 92260	Differential - for Diesel Tank size (1) at 1,000 gallons	8370.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.90</b>	Fire St 81 - 37-955 Washington Palm Desert, CA 92260	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$310.0000		

<b>P2.95</b>	Fire St 84 - 30650 Pauba Road Temecula, CA 92592	Differential - for Unleaded Tank size (1) at 500 gallons	6228.00	GAL - Gallon	\$3.4565	\$ 3.2665	0.1900
<b>P2.96</b>	Fire St 84 - 30650 Pauba Road Temecula, CA 92592	Freight - for Unleaded Tank size (1) at 500 gallons	1.00	USD - US Dollar	\$300.0000		
<b>P2.97</b>	Fire St 84 - 30650 Pauba Road Temecula, CA 92592	Differential - for Diesel Tank size (1) at 1,000 gallons	7310.00	GAL - Gallon	\$3.4920	\$ 3.2420	0.2500
<b>P2.98</b>	Fire St 84 - 30650 Pauba Road Temecula, CA 92592	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$300.0000		
<b>P2.101</b>	Fire St 87 - 42900 Golf Center Parkway Indio CA, 92201	Differential - for Diesel Tank size (1) at 1,000 gallons	2346.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.102</b>	Fire St 87 - 42900 Golf Center Parkway Indio CA, 92201	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$310.0000		
<b>P2.103</b>	Fire St 90 - 333 Placentia Ave Perris, CA 92571	Differential - for Diesel Tank size (1) at 1,000 gallons	7424.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.104</b>	Fire St 90 - 333 Placentia Ave Perris, CA 92571	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P2.109</b>	Fire St 92 - 32211 Wolf Creek Rd Temecula, CA 92592	Differential - for Diesel Tank size (1) at 2,000 gallons	4009.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P2.110</b>	Fire St 92 - 32211 Wolf Creek Rd Temecula, CA 92592	Freight - for Diesel Tank size (1) at 2,000 gallons	1.00	USD - US Dollar	\$300.0000		
<b>P2.113</b>	Fire St 96 - 37700 Glen Oaks Road Temecula CA, 92592	Differential - for Diesel Tank size (1) at 500 gallons	2430.00	GAL - Gallon	\$3.4920	\$ 3.2420	0.2500

<b>P2.114</b>	Fire St 96 - 37700 Glen Oaks Road Temecula CA, 92592	Freight - for Diesel Tank size (1) at 500 gallons	1.00	USD - US Dollar	\$300.0000		
<b>P2.123</b>	FR St 51 - 32353 Ortega Hwy 74 Lake Elsinore, CA 92530	Differential - for Diesel Tank size (1) at 1,000 gallons	215.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P2.124</b>	FR St 51 - 32353 Ortega Hwy 74 Lake Elsinore, CA 92530	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$300.0000		
<b>Group</b>	<b>Riverside County - Law Enforcement</b>						
<b>P5.1</b>	Presley Detention Center - 4000 Orange Street Riverside, CA 92501	Differential - for Diesel Tank size (1) at 20,000 gallons	1000.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P5.2</b>	Presley Detention Center - 4000 Orange Street Riverside, CA 92501	Freight - for Diesel Tank size (1) at 20,000 gallons	1.00	USD - US Dollar	\$147.0000		
<b>P5.3</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Differential - for Diesel Tank size (1) at 2,000 gallons	1126.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P5.4</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Freight - for Diesel Tank size (1) at 2,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P5.5</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Differential - for Diesel Tank size (1) at 3,000 gallons	1126.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P5.6</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Freight - for Diesel Tank size (1) at 3,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P5.7</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Differential - for Diesel Tank size (1) at 880 gallons	1126.00	GAL - Gallon	\$3.4920	\$ 3.2420	0.2500

<b>P5.8</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Freight - for Diesel Tank size (1) at 880 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P5.9</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Differential - for Diesel Tank size (1) at 630 gallons	1126.00	GAL - Gallon	\$3.5420	\$ 3.2420	0.3000
<b>P5.10</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Freight - for Diesel Tank size (1) at 630 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P5.11</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Differential - for Diesel Tank size (1) at 60 gallons	1126.00	GAL - Gallon	\$3.5420	\$ 3.2420	0.3000
<b>P5.12</b>	Larry D. Smith Correctional Facility - 1626 S. Hargrave St Banning, CA 92220	Freight - for Diesel Tank size (1) at 60 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P5.13</b>	RC Court - 4050 Main Street Riverside, CA 92501	Differential - for Diesel Tank size (1) at 5000 gallons	700.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P5.14</b>	RC Court - 4050 Main Street Riverside, CA 92501	Freight - for Diesel Tank size (1) at 5000 gallons	1.00	USD - US Dollar	\$147.0000		
<b>P5.15</b>	Sheriff - 21565 Steele Peak Road Perris, CA 92570	Differential - for Diesel Tank size (1) at 1,000 gallons	200.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P5.16</b>	Sheriff - 21565 Steele Peak Road Perris, CA 92570	Freight - for Diesel Tank size (1) at 1,000 gallons	1.00	USD - US Dollar	\$181.0000		
<b>P5.17</b>	SWJC Jail - 30755 Auld Road Murrieta, CA 92563	Differential - for Diesel Tank size (1) at 10,000 gallons	1000.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P5.18</b>	SWJC Jail - 30755 Auld Road Murrieta, CA 92563	Freight - for Diesel Tank size (1) at 10,000 gallons	1.00	USD - US Dollar	\$300.0000		

<b>P5.19</b>	SWJC Jail - 30755 Auld Road Murrieta, CA 92563	Differential - for Diesel Tank size (1) at 3,000 gallons	1000.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P5.20</b>	SWJC Jail - 30755 Auld Road Murrieta, CA 92563	Freight - for Diesel Tank size (1) at 3,000 gallons	1.00	USD - US Dollar	\$300.0000		
<b>P5.21</b>	Probation - 49-500 Twin Pines Road Banning, CA 92220	Differential - for Unleaded Tank size (1) at 2,000 gallons each	6386.00	GAL - Gallon	\$3.3315	\$ 3.2665	0.0650
<b>P5.22</b>	Probation - 49-500 Twin Pines Road Banning, CA 92220	Freight - for Unleaded Tank size (1) at 2,000 gallons each	1.00	USD - US Dollar	\$181.0000		
<b>P5.23</b>	Probation - 49-500 Twin Pines Road Banning, CA 92220	Differential - for Unleaded Tank size (2) at 500 gallons each	795.00	GAL - Gallon	\$3.4565	\$ 3.2665	0.1900
<b>P5.24</b>	Probation - 49-500 Twin Pines Road Banning, CA 92220	Freight - for Unleaded Tank size (2) at 500 gallons each	1.00	USD - US Dollar	\$500.0000		
<b>P5.25</b>	Indio Jail - 46209 Oasis Street Indio, CA 92201	Differential - for Diesel Tank size (1) at 10,000 gallons	200.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P5.26</b>	Indio Jail - 46209 Oasis Street Indio, CA 92201	Freight - for Diesel Tank size (1) at 10,000 gallons	1.00	USD - US Dollar	\$310.0000		
<b>P5.27</b>	Indio Jail - 46209 Oasis Street Indio, CA 92201	Differential - for Diesel Tank size (1) at 5,000 gallons	200.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P5.28</b>	Indio Jail - 46209 Oasis Street Indio, CA 92201	Freight - for Diesel Tank size (1) at 5,000 gallons	1.00	USD - US Dollar	\$310.0000		

Group	Riverside County - Health						
<b>P6.3</b>	Mental Health - 47919 Oasis Street Indio, CA 92201	Differential - for Diesel Tank size (1) at 2,500 gallons	125.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P6.4</b>	Mental Health - 47919 Oasis Street Indio, CA 92201	Freight - for Diesel Tank size (1) at 2,500 gallons	1.00	USD - US Dollar	\$310.0000		
Group	Riverside County - TLMA						
<b>P7.9</b>	TLMA - 220 G Street Perris, CA 92570	Differential - for Diesel Tank size (2) at 2,000 gallons each	39762.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P7.10</b>	TLMA - 220 G Street Perris, CA 92570	Freight - for Diesel Tank size (2) at 2,000 gallons each	1.00	USD - US Dollar	\$181.0000		
<b>P7.13</b>	TLMA - 57-210 State Hwy 371 Anza, CA 92539	Differential - for Diesel Tank size (2) at 2,000 gallons each	4413.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P7.14</b>	TLMA - 57-210 State Hwy 371 Anza, CA 92539	Freight - for Diesel Tank size (2) at 2,000 gallons each	1.00	USD - US Dollar	\$310.0000		
<b>P7.15</b>	TLMA - 595 North Juanita Hemet, CA 92543	Differential - for Diesel Tank size (2) at 2,000 gallons each	18056.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P7.16</b>	TLMA - 595 North Juanita Hemet, CA 92543	Freight - for Diesel Tank size (2) at 2,000 gallons each	1.00	USD - US Dollar	\$300.0000		
<b>P7.17</b>	TLMA - 10-901 Hannon Rd Beaumont, CA 92223	Differential - for Diesel Tank size (2) at 2,000 gallons each	17240.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250

<b>P7.18</b>	TLMA - 10-901 Hannon Rd Beaumont, CA 92223	Freight - for Diesel Tank size (2) at 2,000 gallons each	1.00	USD - US Dollar	\$181.0000		
<b>P7.19</b>	TLMA - 25-780 Johnson Idyllwild, CA 92549	Differential - for Diesel Tank size (2) at 2,000 gallons each	12173.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P7.20</b>	TLMA - 25-780 Johnson Idyllwild, CA 92549	Freight - for Diesel Tank size (2) at 2,000 gallons each	1.00	USD - US Dollar	\$300.0000		
<b>P7.21</b>	TLMA - 19-003 Bennett Road (Sky Valley Desert Hot Springs, CA 92241	Differential - for Diesel Tank size (2) at 2,000 gallons each	18072.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P7.22</b>	TLMA - 19-003 Bennett Road (Sky Valley Desert Hot Springs, CA 92241	Freight - for Diesel Tank size (2) at 2,000 gallons each	1.00	USD - US Dollar	\$300.0000		
<b>P7.23</b>	TLMA - 86-199 Airport Thermal, CA 92274	Differential - for Unleaded Tank size (1) at 4,000 gallons	27068.00	GAL - Gallon	\$3.3670	\$ 3.2665	0.1005
<b>P7.24</b>	TLMA - 86-199 Airport Thermal, CA 92274	Freight - for Unleaded Tank size (1) at 4,000 gallons	1.00	USD - US Dollar	\$310.0000		
<b>P7.25</b>	TLMA - 86-199 Airport Thermal, CA 92274	Differential - for Diesel Tank size (1) at 8,000 gallons each	58909.00	GAL - Gallon	\$3.3420	\$ 3.2420	0.1000
<b>P7.26</b>	TLMA - 86-199 Airport Thermal, CA 92274	Freight - for Diesel Tank size (1) at 8,000 gallons each	1.00	USD - US Dollar	\$310.0000		
<b>P7.27</b>	TLMA - 561 S. Broadway Blythe, CA 92225	Differential - for Diesel Tank size (2) at 2,000 gallons each	26620.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250

<b>P7.28</b>	TLMA - 561 S. Broadway Blythe, CA 92225	Freight - for Diesel Tank size (2) at 2,000 gallons each	1.00	USD - US Dollar	\$510.0000		
<b>Group</b>	<b>Riverside County - Waste Mgt</b>						
<b>P8.9</b>	Waste Mgt - 84-5050 84th Ave Oasis, CA 92274	Differential - for Diesel Tank size (1) at 1,000 gallons each	850.00	GAL - Gallon	\$3.3920	\$ 3.2420	0.1500
<b>P8.10</b>	Waste Mgt - 84-5050 84th Ave Oasis, CA 92274	Freight - for Diesel Tank size (1) at 1,000 gallons each	1.00	USD - US Dollar	\$147.0000		
<b>P8.11</b>	Waste Mgt - 1000 Midland Road Blythe, CA 92225	Differential - for Diesel Tank size (1) at 3,000 gallons each	100000.00	GAL - Gallon	\$3.3670	\$ 3.2420	0.1250
<b>P8.12</b>	Waste Mgt - 1000 Midland Road Blythe, CA 92225	Freight - for Diesel Tank size (1) at 3,000 gallons each	1.00	USD - US Dollar	\$510.0000		
<b>Group</b>	<b>Emergency Charges</b>						
<b>P10.1</b>	Emergency Services Charge	Emergency Services Charge	1.00	HR - Hour	\$150.0000		
<b>Group</b>	<b>Bobtail/Pump Delivery Charge</b>						
<b>P11.1</b>	Bobtail/Pump Delivery Charge	Bobtail/Pump Delivery Charge	1.00	EA - Each			