DATE: May 20, 2014

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager’s Office

SUBJECT: Blanket Purchase Order for Shell Fleet Card Services for Cardlock Fuel and Car Wash Service for FY 2014-15

RECOMMENDATION

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 4864) with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and Mac Valley Oil Company, for the period from July 1, 2014, to June 30, 2015, in an amount not to exceed $3,000,000 for gasoline, diesel, and car wash service at Shell stations through a fuel card system.

DISCUSSION

The Fleet Services Division of General Services is responsible for providing maintenance, repair, and fuel for the City’s fleet of vehicles and equipment.

The agreement with Oxnard Airport Shell and Mac Valley Oil Company began on December 1, 2012, as a result of Request for Bids No. FS13-01 after the previous cardlock fuel provider canceled the agreement with the City. The contract with Oxnard Airport Shell and Mac Valley Oil Company is administered by Shell under Shell Fleet Card Services. A provision of the blanket purchase order allows for its renewal on a year-to-year basis for a maximum period of five years. The agreement for period July 1, 2014-June 30, 2015, will be Year 3 of an anticipated five-year agreement.

Shell Fleet Card Services has provided excellent customer service with a two-day turnaround time on fuel card requests; access to Shell gasoline stations within and outside of California; car wash service using the Shell fuel card; fuel discount of 2.8%; electronic access to fuel transactions, invoices, and reports from the Shell website; and immediate access to a dedicated customer service representative via phone or e-mail.

Based on expenditures from July 2013 to March 2014, cardlock fuel amounted to $1,763,920, and car washes amounted to $785. Based on these amounts, it is estimated that FY 2014-15 expenditures would amount to $2,400,000 for cardlock fuel and $1,200 for car washes. The additional capacity in the agreement will provide for fluctuations in fuel costs.
FINANCIAL IMPACT

The Fleet Services Division is an internal service fund. Consumption of fuel and car wash service will be charged to City departments based on actual usage. Funds will be included in the recommended budget for this purpose.

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Attachment #1 – Blanket P.O. No. 4864 for Shell Fleet Card Services
BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

DATE: 5/2/2014

PURCHASE ORDER NO.
004864

VENDOR PHONE: (800)377-5150
VENDOR FAX: ( ) -
VENDOR #: 8990

VENDOR ADDRESS: SHELL FLEET CARD SERVICES
P.O. BOX 183019
COLUMBUS, OH 43218-3019

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

<table>
<thead>
<tr>
<th>DELIVER BY</th>
<th>REQUISITION #</th>
<th>REQUISITION DATE</th>
<th>CONFIRMED BY</th>
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<tr>
<td>06/30/2015</td>
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FOB ACCOUNT NUMBER

AUTHORIZED BY PATRICIA GARCIA

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<tr>
<th>ITEM #</th>
<th>QUANTITY/UNIT</th>
<th>DESCRIPTION ARTICLE OR SERVICE</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
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CHANGE ORDER
EXTEND AGREEMENT WITH SHELL FLEET CARD SERVICES
Effective date: 07/01/2014
Expiration date: 06/30/2015
Not to exceed: 3,000,000.00

CARDLOCK GASOLINE, DIESEL & CAR WASHES FY2014-15

TOTAL PURCHASE AMOUNT $0.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE
Tim Flynn, Mayor

APPROVED AS TO AMOUNT:
Karen R. Burnham, Interim City Manager

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard
The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor’s behalf would be held strictly liable. Vendor’s obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office Commercial General Liability coverage (Occurrence Form CA9001ED, June 1992) covering Code No. 1, "any auto";
      iii. Workers’ compensation insurance in compliance with the laws of the State of California, including employer’s liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor’s agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney’s fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.