DATE: May 20, 2014

TO: City Council

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

SUBJECT: Blanket Purchase Order for DeWitt Petroleum for Bulk Fuel Delivery for FY 2014-15

RECOMMENDATION

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 4865) with DeWitt Petroleum for the period from July 1, 2014, to June 30, 2015, in an amount not to exceed $350,000 for bulk fuel delivery to various City sites.

DISCUSSION

The Fleet Services Division (“Fleet Services”) of General Services is responsible for vehicle/equipment maintenance and repair and the provision of fuel for the City’s automotive fleet.

Most City vehicles and equipment obtain their fuel from Shell gasoline stations, using a Shell fuel card, through a contract administered by Shell Fleet Card Services. Due to the nature of their operations, the Fire Department, River Ridge Golf Course (“Golf Course”), and the Wastewater Treatment Plant (“Wastewater”) require bulk fuel deliveries to their sites. Fire Department vehicles and equipment get their fuel from on-site above-ground tanks at six Oxnard Fire Stations, replenished by the vendor every other week. Golf Course vehicles and equipment are fueled from on-site above-ground tanks replenished twice a week. Wastewater has two above-ground tanks replenished twice a year for their vehicles and numerous pieces of pumping and electrical generation equipment used during loss of utility power at the treatment facility and 15 Wastewater Lift Stations.

Maintenance of Fleet Services, Golf Course, and Wastewater vehicles and equipment also involves use of lubricants (oil, grease, transmission fluid, hydraulic fluid) and antifreeze. These items are also delivered in bulk upon request.

On February 18, 2014, the City posted Request for Bids No. GS-R14-11 for delivery of bulk fuel, lubricants, and antifreeze as follows:

- unleaded gasoline and clear diesel to Fire Station No. 1 located at 491 South “K” Street
• clear diesel to Fire Station Nos. 2-6 located at 531 East Pleasant Valley Road, 150 Hill Street, 230 West Vineyard Avenue, 1450 Colonia Road, and 2601 Peninsula Road
• unleaded gasoline, dyed (red) diesel, lubricants, and antifreeze to the Golf Course located at 2401 West Vineyard Avenue
• unleaded gasoline, biodiesel, and oils to Wastewater located at 6001 Perkins Road
• lubricants to Fleet Services shops located at 1060 Pacific Avenue and at 111 Del Norte Boulevard

Three vendors responded by the March 13, 2014, deadline: Sawyer Petroleum, SC Fuels, and DeWitt Petroleum. Based on bid prices, references, proposed emergency fuel support in case of a declared emergency, and the companies’ experience and resources, staff recommends splitting the services requested and award the contract to DeWitt Petroleum for delivery of gasoline, clear diesel, and dyed diesel to the Fire Stations, Golf Course, and Wastewater for the period from July 1, 2014, to June 30, 2015, in an amount not to exceed $350,000. (SC Fuels agreed to a separate contract to provide biodiesel and oils to Wastewater, and lubricants and antifreeze to Fleet Services and the Golf Course for the same contract period in an amount not to exceed $250,000.) A provision of the blanket purchase order with DeWitt Petroleum allows for its renewal on a year-to-year basis for a maximum period of five years.

FINANCIAL IMPACT

As an internal service fund, Fleet Services charges customer departments for services and supplies purchased on their behalf. Fire Department will be charged to that department’s General Fund budget while Wastewater deliveries will be paid from Wastewater Operating Revenues. High Tide and Green Grass, Inc., operators of the Golf Course, will pay for its own purchases under this contract. Adequate funds are budgeted in each department to cover anticipated requirements.

Attachment #1 – Blanket P.O. No. 4865 for DeWitt Petroleum
Date: 5/2/2014

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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<td>J.E. Dewitt, Inc.</td>
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<td>FOB</td>
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<td>MIKE MORE</td>
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<tr>
<th>ITEM #</th>
<th>QUANTITY/UNIT</th>
<th>DESCRIPTION</th>
<th>ARTICLE OR SERVICE</th>
<th>UNIT</th>
<th>EXTENDED COST</th>
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CHANGE ORDER
BLANKET PO FOR DEWITT PETROLEUM 2014-15

Effective date: 07/01/2014
Expiration date: 06/30/2015
Not to exceed: 350,000.00

BULK FUEL DELIVERY FOR FY 2014-15

TOTAL PURCHASE AMOUNT

$0.00

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
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 term specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of term.
   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 ensure 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.