



ADAM A. HOUSE
Fire Chief

Grant Goold
Board President
Division 2

Ted Wood
Board Vice President
Division 4

Jennifer Sheetz
Board Secretary
Division 5

Cynthia Saylor
Board Member
Division 1

Robert Webber
Board Member
Division 3

D'Elman Clark
Board Member
Division 6

Brian Rice
Board Member
Division 7

Gay Jones
Board Member
Division 8

John Costa
Board Member
Division 9

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

BOARD OF DIRECTORS - REGULAR MEETING AGENDA

Thursday, September 12, 2024 – 6:00 PM

Sacramento Metropolitan Fire District

10545 Armstrong Avenue

Board Room – Second Floor

Mather, California


&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

Phone: 1 (669) 444-9171 or 1 (669) 900 6833

 Passcode: 838771796 #

<https://us06web.zoom.us/j/82734610232?pwd=SFILQ1Znd25RSmlhdXZVQVh4d1VWZz09>

Pursuant to Government Code Section 54953:

Board President Goold will be participating remotely from the following location:
605 North Loafer Canyon Rd., Elk Ridge UT, 84651

The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To view the meeting via the Zoom Application, please click on the link above.

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Marni Rittburg

Board Clerk

(916) 859-4305

rittburg.marni@metrofire.ca.gov

The Board will convene in open session at 6:00 p.m.

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 12, 2024

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on the Comcast and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. **Today's meeting replays at 6:00 p.m. on Monday, September 16, 2024 and again at 9:00 a.m. on Wednesday, August 18, 2024, on Channel 14.** The recording of this meeting can also be viewed at youtube.com/metrocable14.

PUBLIC OPPORTUNITY TO DISCUSS MATTERS OF PUBLIC INTEREST WITHIN DISTRICT JURISDICTION INCLUDING ITEMS ON OR NOT ON AGENDA:

*The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members wishing to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may, in the interest of time and good order, limit the number of public member presentations. Speakers' comments will be limited to **three (3) minutes** (Per Section 31 of the Board of Directors Policies and Procedures).*

In accordance with Section 31 of the Board of Directors Policies and Procedures, members of the Public requesting their written comments be read into the meeting record must be present or have a representative present to read their comments during the time allotted.

CONSENT ITEMS:

Matters of routine approval including but not limited to action summary minutes, referral of issues to committee, committee referrals to the full Board, items that require yearly approval, declaration of surplus equipment, and other consent matters. The Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

CONSENT ITEMS

Page No.

1. **Action Summary Minutes** 7
Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of August 8, 2024.
2. **Purchase Approval – FLIR K65 Thermal Imagers** 11
Recommendation: Approve the purchase of FLIR K65 thermal imaging cameras and accessories from W.S. Darley & Co. using Sourcewell contract #020124-WSD.



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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 12, 2024

3. **Adopt Resolution – Reimbursement for Tax Exempt Debt** **13**
Recommendation: Adopt Resolution to reimburse the District for funds that have been or may be expended prior to issuing tax-exempt debt.
4. **Purchase Approval – Four (4) North Star Ambulances** **16**
Recommendation: Approve the purchase of four North Star Ambulances from Braun Northwest, Inc. utilizing HGACBuy Contract Number AM10-23.
5. **Adopt Resolution – Cooperative Purchase Agreement for Fuels** **22**
Recommendation: Adopt Resolution authorizing the purchase of automotive fuels from Hunt & Sons LLC using the SACOG cooperative purchasing agreement and to allow the Fire Chief or his designee to execute the Participating Agency Sub Agreement documents required for utilizing the referenced SACOG agreement.
6. **Adopt Resolution – Fiscal Year 2024/25 Gann Appropriations Limit** **89**
Recommendation: Adopt the Resolution approving the Gann Appropriations Limit in Fiscal Year 2024/25 in the amount of \$452,663,227.
7. **Purchase Approval – Personal Protective Equipment** **94**
Recommendation: Approve the purchase of structural firefighting turnouts from MES using Sourcewell contract #010424-MES and authorize the continued utilization of this contract for future purchases until the contract expires or is terminated.
8. **Adopt Resolution – McClellan Business Park, LLC** **96**
Recommendation: Adopt Resolution delegating authority to the Fire Chief or his designee to execute and administer an agreement with McClellan Business Park, LLC for providing aircraft rescue and firefighting services at McClellan Airport.
9. **Adopt Resolution – FY 2023 State Homeland Security Grant Program (SHSGP) Award** **173**
Recommendation: Adopt the Resolution accepting the FY 2023 SHSGP Grant and authorize the Fire Chief or his designee to execute all required documents for the administration of the grant award.
10. **Adopt Resolution – Economic Development Initiative – Community Project Funding Award** **175**
Recommendation: Adopt the Resolution accepting the FY 2024 Economic Development Initiative – Community Project Funding Grant from the U.S. Department of Housing and Urban Development and authorize the Fire Chief or his designee to execute all required documents for administration of the grant award.
11. **Adopt Resolution – Opioid Remediation Activities Agreement – County of Sacramento** **178**
Recommendation: Adopt the Resolution authorizing the Fire Chief or his designee



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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 12, 2024

to execute and administer and agreement with the County of Sacramento for opioid remediation activities.

12. **Adopt Resolution – Amendment to the FY 2024/25 – 2028/29 Capital Improvement Program (CIP) Plan** *PDF Separate Attachment **208**
Recommendation: Adopt the Resolution amending the Capital Improvement Program Plan for FY 2024/2025 – 2028/2029.

PRESENTATION ITEMS:

1. **City of San Diego Workers Compensation Presentation** **
(Battalion Chief Picone & Work Comp Program Manager Joseph Sousa)
Recommendation: Receive presentation
2. **Wellness, Health & Safety Division** **210**
(Battalion Chief Anthony Peck)
Recommendation: Receive presentation.

ACTION ITEMS:

1. **Adopt Resolutions – 2024/25 Final Budget** *PDF Separate Attachment **216**
(CFO Dave O'Toole)
A. Resolution – 2024/25 Final Budget for the General Operating Fund 212A
B. Resolution – 2024/25 Final Budget for the Capital Facilities Fund 212D
C. Resolution – 2024/25 Final Budget for the Grants Fund 212G
D. Resolution – 2024/25 Final Budget for the Development Impact Fees Fund 212I
E. Resolution – 2024/25 Final Budget for the Leased Properties Fund 212L
F. Resolution – 2024/25 Final Budget for the IGT Fund 212M
G. Resolution – 2024/25 Final Budget for the Special Projects Fund 212S
Recommendation: Receive presentation and Adopt the Fiscal Year 2024/25 Budget Resolutions.
2. **Industrial Disability Retirement – Engineer James Lee** **
Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Engineer James Lee has suffered job related injuries and is eligible for an Industrial Disability Retirement.

REPORTS:

1. **PRESIDENT'S REPORT** — *(President Goold)*
2. **FIRE CHIEF'S REPORT** — *(Chief House)*
OPERATIONS REPORT – *(Deputy Chief Mitchell)*
ADMINISTRATIVE REPORT – *(Out-of-Class Deputy Chief Johnson)*
SUPPORT SERVICES REPORT – *(Deputy Chief Bailey) – No Report*



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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 12, 2024

3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – *Captain Sean Scollard, Local 522 Vice President*
4. **COMMITTEE AND DELEGATE REPORTS**
All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.
 - A. **Executive Committee** – *(President Goold)*
Next Meeting: TBD
 - B. **Communications Center JPA** – *(Deputy Chief Bailey)*
Next Meeting: September 10, 2024 at 9:00 AM
 - C. **Finance and Audit Committee** – *(Director Jones)*
Next Meeting: October 24, 2024 at 5:30 PM
 - D. **Policy Committee** – *(Director Costa)*
Next Meeting: October 10, 2024 at 5:30 PM

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION:

The Board will convene in closed session to meet on the following matters:

1. **PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) – ONE (1) MATTER OF INDUSTRIAL DISABILITY RETIREMENT:**
 1. James Lee and the Sacramento Metropolitan Fire District
Claim # 4A2310B4L5K00001 – Industrial Disability Retirement
Michael Johnson, Interim Deputy Chief Administration
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One Case**
 1. Claim Against Public Entity Pursuant to Government Code Section 910
Autumn Gilmore. v. Sacramento Metropolitan Fire District
General Counsel John Lavra & Board Clerk Marni Rittburg

CLOSED SESSION REPORT OUT

ADJOURNMENT



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 12, 2024

NEXT BOARD MEETING(S):

Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District at 10545 Armstrong Avenue, Mather, CA

- Regular Board Meeting – September 26, 2024 at 6:00 PM

Posted on September 9, 2024, by 4:30 p.m.

A handwritten signature in blue ink that reads "Marni Rittburg".

Marni Rittburg, CMC, CPMC
Clerk of the Board

** No written report

* Separate Attachment

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (916) 859-4305. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, August 8, 2024

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:01 pm by President Goold. Board members present: Clark, Costa, Goold, Jones, Saylor, Sheetz, Wood and Webber. Board members absent: Staff present: Rice. Chief House and Board Clerk Rittburg.

PUBLIC COMMENTS

Public comment was received.

CONSENT ITEMS

Moved by Director Wood seconded by Sheetz and carried unanimously by members present to adopt the consent calendar as follows:

- 1. Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of July 11, 2024.
Action: Adopted the Action Summary Minutes.
- 2. Purchase Approval – Fire-Dex TECGEN51 Single-Layer Garments**
Recommendation: Approve the purchase of Fire-Dex TECGEN51 Garments from Municipal Emergency Services, Inc. using Sourcewell agreement #010424-MES for the Metro Medic Program.
Action: Approved purchase.
- 3. Purchase Approval – Storage Area Network (SAN)**
Recommendation: Allow the District to procure the SAN from Dell Marketing L.P. using the NASPO ValuePoint Master Agreement #23026, participating addendum #7-23-70-55-01.
Action: Approved purchase.

- 4. Joint Proclamation Commending Supervisor Sue Frost**
Recommendation: Approve the joint Proclamation with Rio Linda Elverta Recreation and Park District commending Supervisor Sue Frost.
Action: Approved the joint Proclamation.

PRESENTATION ITEMS:

- 1. Health & Safety Division & Metro Fire Cancer Task Force**
(Battalion Chief Anthony Peck)
Recommendation: Receive presentation.
Action: Presentation received. President Goold requested an update two Board meetings from now on how the implementation is going.
- 2. Health & Wellness Program**
(Health & Wellness Program Manager Patrick Gallagher)
Recommendation: Receive presentation.
Action: Presentation received.

ACTION ITEMS

- 1. Disclosure of Material Expenditure – Excess General Liability Insurance – Vantage Risk Specialty Insurance Company and Westchester Surplus Lines Insurance Company**
(Brad Svenningsen, USI Insurance Services)
Recommendation: Authorize payment of \$284,776 to Vantage Risk Specialty Insurance Company and \$199,137 to Westchester Surplus Lines Insurance Company for Excess General Liability Insurance.
Action: Moved by Director Webber, seconded by Clark, and carried unanimously by members present to authorize payment of \$284,776 to Vantage Risk Specialty Insurance Company and \$199,137 to Westchester Surplus Lines Insurance Company for Excess General Liability Insurance.
- 2. Adopt Resolution – Contract Award to Ready Rebound, Inc. for Rapid Intervention Injury Management and Navigation Services**
(Health & Wellness Program Manager Patrick Gallagher)
Recommendation: Adopt Resolution approving a contract award to Ready Rebound Inc. and authorize the Fire Chief or his designee to execute and administer an agreement materially similar to the attached agreement.
Action: Moved by Director Clark, seconded by Wood, and carried unanimously by members present to adopt **Resolution 2024-104** approving a contract award to Ready Rebound Inc. and authorize the Fire Chief or his designee to execute and administer an agreement materially similar to the attached agreement.

REPORTS

- 1. PRESIDENT'S REPORT - (President Goold)**
No Report
- 2. FIRE CHIEF'S REPORT — (Chief House)**
No Report

OPERATIONS REPORT – (Deputy Chief Mitchell)

Squad 53 Implementation

- Our call volume has grown exponentially over time, resulting in our members and apparatus becoming busier and busier.
- One way we have been able to adapt to the growth in demand for services is through implementation of the squad response model, and we have seen great success with this model.
- Fortunately, through consistent exploration of budget efficiencies and the work of multiple divisions, we have been able to find innovative and fiscally responsible ways to support our members in the field. This has resulted in our ability to deploy a 4th squad unit.
- I'm happy to announce to the Board tonight that through collaboration with a number of folks, Operations has determined that Squad 53 will be implemented as our 4th squad unit on or before September 4, 2024 as an additional first responder.
- We are not done. We still need more resources in the streets. We look forward to continuing adapting to the needs of our community, and pursuing innovative ways of delivering service to the public through the right resource, with the right capabilities, at the right time.

ADMINISTRATIVE REPORT – (Out-of-Class Deputy Chief Johnson)

Deputy Chief Johnson introduced himself to the Board and provided a brief background of his 22 years at Metro Fire.

SUPPORT SERVICES REPORT – (Deputy Chief Bailey)

No Report

3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** (Captain Sean Scollard, *Local 522 Vice President*)

Captain Scollard thanked staff for their fantastic presentations tonight on the wellness front and we appreciate the collaboration on the health and wellness visits. The PPGMT wellness funds that we secured in contracts negotiations are being utilized by members for PTSI or substance abuse treatments so the money is going to great use. This is a result of the collaborative efforts between labor and management.

4. **COMMITTEE AND DELEGATE REPORTS**

All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.

A. **Executive Committee – (President Goold)**

No Report

B. **Communications Center JPA – (AC Greene)**

No Report

C. **Finance and Audit Committee – (Director Jones)**

No Report

D. Policy Committee – (Director Saylor)

Met tonight and reviewed the new Administrative Policy 02.022.01, 56 Hour Alternate Assignment Position Policy which came out of a pilot program.

BOARD MEMBER QUESTIONS AND COMMENTS

No comments.

CLOSED SESSION:

The Board recessed to Closed Session at 7:49 p.m. on the following matters:

- 1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION – Pursuant to California Government Code Section § 54956.9(d): One Case**
 1. Anthony Benelisha and the Sacramento Metropolitan Fire District
Claim No. 23-173286
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP
- 2. Public Employee Performance Evaluation: Fire Chief**
Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)

CLOSED SESSION REPORT OUT:

The Board reconvened to open session at 8:26 p.m. General Counsel John Lavra reported the Board met in closed session on two matters: 1. Workers' Compensation Claim of Anthony Benelisha, no reportable action was taken. 2. Public Employee Performance Evaluation of the Fire Chief, no reportable action was taken

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2024-08-08-board-meeting>

https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA

ADJOURNMENT

The meeting was adjourned at 8:27 p.m.

Grant Goold, President

Jennifer Sheetz, Secretary

Marni Rittburg, CMC, Board Clerk



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE: 09-12-2024

TO: Board of Directors

SUBJECT: Purchase Approval – Purchase of FLIR K65 Thermal Imagers from W.S. Darley & Co. Using Sourcewell Cooperative Contract #020124-WSD

TOPIC

Staff requests Board approval for the purchase of FLIR K65 Thermal Imaging Cameras (Imagers) and accessories from W.S. Darley & Co. using Sourcewell contract #020124-WSD. These Imagers are part of a 2-year plan to replace the aging ISG/INFRASYS Elite XR imagers that were purchased through a grant in 2012.

BACKGROUND

Currently the Sacramento Metropolitan Fire District (District) supplies captains and truck members with ISG/INFRASYS Elite XR imagers and Seek Reveal FirePROs for all riding positions. After conducting a review of both current imagers, it was determined that the District was in need of a larger, more rugged NFPA-certified imager designed explicitly as a decision-making imager. The needed imager would give a company officer essential thermal information to assist in making tactical decisions for their crews.

To determine which imager would best meet the needs of the District, the District's Safety Division, in conjunction with the District's Purchasing Division, issued a Request for Information (RFI) for an NFPA-certified thermal imager. Five Imager manufacturers responded to the RFI: Bullard Safety, Seek Thermal, Teledyne FLIR, Avon Protection, and MSA Safety Sales, LLC. As a part of the evaluation process, each interested proposer was required to present their proposed imager to a group of evaluators. The evaluators included members of the District's Personal Protective Equipment (PPE) Team. Each proposer was allowed 60 minutes to present their proposed Imager and answer questions from the evaluators. Based upon presentation scores, three manufacturers were invited to continue in the evaluation process and participate in field-trials; those manufacturers were Seek Thermal, Bullard Safety, and Teledyne FLIR.

Seek Thermal, Bullard Safety, and Teledyne FLIR were asked to provide three of their proposed Imagers for live-fire testing. All imagers were issued to evaluators three weeks prior to live-fire testing for familiarization in the field before live-fire testing. Evaluators could use the Imagers in the field and during training and give other members exposure during drills and other activities. Live-fire testing took place at Station 52 on September 27, 2023. The Training Division, in addition to the reserve firefighters and the Fire Behavior Cadre

were asked to participate. The evaluators were broken up into groups, with members of each group simultaneously evaluating each Imager in the same environment. To better recreate the changing environments within a structure fire, the evaluation team designed a course of activities based upon multiple conditions and tactics to take place inside the live-fire training Dräger Phase 5 Prop. The FLIR K65 imager received the highest score in field-trial evaluations.

DISCUSSION

The PPE Team recommends that the District purchase the FLIR K65 to replace the District's current Imagers. Each Imager comes with a standard warranty and free in-service training by a FLIR factory representative. An enhanced warranty is available for an additional \$1,800 per Imager, however, the PPE Team does not foresee the cost to repair damaged Imagers exceeding the cost of the enhanced warranty and has therefore decided to decline the enhanced warranty at this time. Budgeted funds in the Fiscal Year (FY) 24/25 Final Budget would replace Imagers on front-line RIC engines and trucks, Imagers used in the Training Division, and Imagers used for fire academies. These funds would also be used to build a stock of imagers and accessories in the Safety Division. Funds will be requested in FY 25/26 to outfit the remaining engines within the District's fleet.

Sourcewell cooperative agreement #020124-WSD will be utilized to purchase these Imagers. Sourcewell is a State of Minnesota local government unit and service cooperative that facilitates competitive public solicitations and contract award processes for the benefit of its 50,000+ participating entities across the United States and Canada. Cooperative purchasing provides participating agencies increased administrative efficiencies and the power of combined purchasing volume that results in overall cost savings. Purchasing has reviewed the documents from Sourcewell in relation to contract #020124-WSD and has confirmed the District may utilize this cooperative agreement.

FISCAL IMPACT

The proposed cost for the FLIR K65 imagers is \$225,358.73. This cost is included in the District FY 2024/2025 Final Budget.

RECOMMENDATION

Staff Recommends that the Board authorize the purchase of FLIR K65 thermal imaging cameras and accessories from W.S. Darley & Co. using Sourcewell contract #020124-WSD.

Submitted by:

Tony Peck
Tony Peck (Sep 3, 2024 08:44 PDT)
Name Anthony Peck
Out-of-Class Assistant Chief Health,
Wellness and Safety

Approved by:

Michael Johnson
Michael Johnson (Sep 3, 2024 08:35 PDT)
Name Michael Johnson
Out-of-Class Deputy Chief,
Admin



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite #200, Mather, CA 95655 · (916) 859-4300 · Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: Adopt Resolution: Reimbursement For Tax Exempt Debt

TOPIC

Staff recommends adoption of the attached reimbursement resolution to reimburse the Sacramento Metropolitan Fire District ("District") for funds that have been or may be expended prior to issuing tax-exempt debt. The recommended action is in anticipation of the District entering into a capital lease transaction to fund the purchase of budgeted capital expenditures.

DISCUSSION

In order to legally reimburse expenditures made prior to the issuance of tax-exempt debt, a reimbursement resolution must be in place pursuant to U.S. Treasury regulation Section 1.150-2. Adoption of a reimbursement resolution does not bind the District to issuing future debt. Instead, a reimbursement resolution allows the District to use its own funds for capital expenditures and later repay itself from the financing proceeds.

Purchases made after the reimbursement resolution adoption and those made no more than 60 days prior to adoption are eligible for reimbursement. Staff anticipates the recommendation to finance not more than \$15,300,000 of capital purchases in accordance with the Capital Improvement Program (CIP) and the FY 2024/25 Final Budget. The capital purchases expected to be financed and received in the current fiscal year includes medical equipment, storage appliance replacements, squad vehicles, ambulances, ambulance remounts, ambulance replacements, a Type I engine replacement, a Type III engine replacement, a ladder truck and a fleet service truck.

FISCAL IMPACT

Adoption of the resolution will allow reimbursement of qualified District expenditures up to \$15,300,000. These purchases are included in the District's FY 2024/25 Final Budget.

RECOMMENDATION

Staff recommends adoption of the attached reimbursement resolution.

Submitted by:

Robyn Anderson

Robyn Anderson
Grant Specialist

Approved by:

Adam A. House

Adam A. House
Fire Chief

ATTACHMENTS:

Attachment 1: Resolution



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE ITSELF FOR CERTAIN CAPITAL AND OTHER EXPENDITURES FROM THE PROCEEDS OF PROPOSED INDEBTEDNESS

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the District expects to expend some of its own funds to purchase the Capital Assets (Reimbursement Expenditures) prior to the issuance of indebtedness for the purpose of financing costs associated with the Capital Assets on a long-term basis; and

WHEREAS, the District reasonably expects that the debt obligations for the Capital Assets will be issued in total for not more than \$15,300,000 and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sacramento Metropolitan Fire District, as follows:

1. Compliance with Treasury Regulations

This declaration is made solely for purposes of establishing compliance with requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any Capital Asset expenditure or incur any indebtedness.

2. Intent to Reimburse the District from Proceeds of Indebtedness

The District hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures as follows:

- a) The District will allocate the proceeds of such debt obligations to Reimbursement Expenditures no later than 18 months after the latter of (i) the date the cost is paid or (ii) the date the Capital Asset is placed in service or abandoned (but in no event more than three (3) years after the cost is paid).

- b) The District intends, and reasonably expects, to be reimbursed with the proceeds of the Debt for expenditures made on and after July 30, 2024, which date is no more than 60 days prior to the date hereof.

3. Effective Date.

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 12th day of SEPTEMBER 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



Sacramento Metropolitan Fire District

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ADAM A. HOUSE
Fire Chief

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: Purchase Approval – Four (4) North Star Ambulances

TOPIC

Staff seeks Board approval for the purchase of four (4) North Star Ambulances from Braun Northwest, Inc.

SUMMARY

These vehicles will be replacing Ambulances which are at the end of their service life due to age and mileage.

DISCUSSION

The District intends to fulfill this purchase utilizing Houston-Galveston Area Council (HGACBuy) contract number AM10-23. HGACBuy is a government agency which provides a cooperative purchasing program as part of its service to other government agencies. Local governments are eligible to become participating members of HGACBuy, and Metro Fire is a member. Products and services are contracted with HGACBuy after having been subjected to a competitive solicitation process. The Purchasing Division has reviewed the contract and determined it is consistent with Metro Fire purchasing policies and procedures.

FISCAL IMPACT

The total cost of the purchase for the four (4) North Star Ambulances is \$1,323,258.92. The funding for this purchase is included in the FY 2024/25 Final Budget.

RECOMMENDATION

Staff respectfully recommends the Board approve the purchase of these four (4) North Star Ambulances from Braun Northwest, Inc. utilizing HGACBuy contract number AM10-23.

Submitted by:

Approved by:

Shea Pursell
Fleet Manager

Ty Bailey
Deputy Chief, Administration



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

August 20th, 2024

Sacramento Metropolitan Fire District
Attn: Shea Pursell
4425 Dudley Blvd.
McClellan, CA 95652
pursell.shea@metrofire.ca.gov

RE: Four (4) 2025 North Star 147-1 Ambulances

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

Four (4) 2025 North Star 147-1 Ambulances on a 2025 Chevrolet Silverado 3500HD 4x2 Ambulance Prep diesel chassis based upon enclosed NS Vehicle #4013-1 "As Built" specifications dated 7/2/24 and drawings dated 7/8/24 with the following change:

- Utilize 2025 Chevrolet 3500 4x2 Ambulance Prep diesel chassis with current model year options

Base price HGAC AM23CA04.....	\$ 211,873.00
Published/Customization options taken	\$ 97,688.00
Sales Tax based on 7.75%	\$ 23,990.98
California Tire Tax (non-taxable)	\$ 12.75
Multi Vehicle Discount	<\$ 1,500.00>
HGAC Buy discount	<\$ 1,500.00>
Subtotal for one (1) vehicle	<u>\$ 330,564.73</u>
Subtotal for four (4) vehicles	\$1,322,258.92
HGAC Fee	\$ 1,000.00
Total F.O.B. McClellan, CA	<u>\$1,323,258.92**</u>

F.O.B.: McClellan, California

Delivery: Approximately 530 – 580 days, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

**Note: Above pricing includes a chassis flooring fee. You will be notified as soon as the chassis arrives at Braun Northwest. If the chassis is paid in full within 30-days of arrival a credit will be issued (See Options Page).*

***Note: The above pricing includes round-trip travel charges for two (2) people flying in for Final Inspection. Braun Northwest, Inc. is a California dealer (#16055) with insurance information available upon request.*

Respectfully Submitted by:
Braun Northwest, Inc.

We agree to accept the above proposal:
Sacramento Metropolitan Fire District

Tami McCallum, V.P. of Sales

Signature

Date

Date: 8/20/2024

Printed Name

Title



TM
cc BC/LM
Enclosures: Option page, specifications, drawings.

EMERGENCY VEHICLES

Code or Part No.	Published Option	Offered Price
1.02.14	Liquid Suspension - Dodge, Ford, GM - standard chassis	\$ 13,425.00
1.02.36	Auxiliary Compressor with bracket and fittings Ford F-450/550	\$ 4,500.00
2.02	Drop Skirt 4" (on modules up to 167" in length)	\$ 700.00
2.08	Compartment - Additional Compartment, total of (2)	\$ 1,200.00
2.09.08	Stainless steel on Entrance Doors, all	\$ 950.00
2.10	Standard Cabinet - adjustable divider, total of 12	\$ 600.00
2.10	Standard Cabinet - additional, total of (3)	\$ 900.00
2.10	Double polycarbonate side-hinged doors w/ Eberhard/paddle latches	\$ 805.00
2.11	Recessed Double Doorstep	\$ 100.00
2.13	Walk-thru Sliding Partition Door - Polycarbonate	\$ 625.00
3.04	Module Re/Paint - Color other than White	\$ 1,000.00
3.04	Paint roof of the module white (down to drip rails on 147" - 167" module)	\$ 1,200.00
3.04	Chevrons, Standard Red/Yellow - Entire Rear	\$ 1,400.00
4.01	Bumper - Standard 7" - Open Grate, delete	\$ (500.00)
4.01	Bumper - Standard 10" - Flip Up Grip Strut Step	\$ 1,100.00
4.16	License Plate - Oval Bezel LED, Whelen 0AC0EDCR / 0SC0EDCR	\$ 125.00
4.17	Zico Electric Step	\$ 2,475.00
5.10	Attendant Seat - Wise 1655 with 4 point - Cabinet or Pedestal Base	\$ 2,125.00
5.11	Oxygen Systems - Electric - price to upgrade to Electric O2	\$ 1,500.00
5.14	Seatbelt, 4 Point	\$ 825.00
5.17	Second Condenser	\$ 1,800.00
5.17	Hypothermic Hose	\$ 400.00
5.32	Glove Butler - Cabinet Mount, per position, total of (7)	\$ 1,050.00
5.34	Bench End Web Restraint	\$ 600.00
6.09	Console/Mapbox - F Series	\$ 3,075.00
6.15	Whelen 3" LED, 3SC0CDCR with Flange	\$ 200.00
6.16	Module Interior Lighting Timer with Momentary Rocker Switch - InPower, total of (2)	\$ 700.00
6.17	Brake/Tail. Turn, Backup Lights - Whelen M6 Series	\$ 2,025.00
6.18	Radio Install - Customer Supplied, Dual Head Radio	\$ 1,750.00

6.21	Shoreline Power - 120 VAC GFCI Duplex Ground Outlets, (2) additional	\$ 400.00
6.24	(2) 31 ECL with stud mount terminals (with cables to battery drawer)	\$ 1,200.00
6.24	Battery boost switch	\$ 400.00
6.25	12-Volt Receptacles - (2) standard in build, (2) additional	\$ 250.00
6.25	Auxiliary Bud	\$ 250.00
6.25	InPower disconnect switch	\$ 250.00
6.30	Primary/Secondary position and dimmer	\$ 525.00
6.48	Opticom - Front Lightbar	\$ 1,650.00
	Total Changes	\$ 51,580.00

Category	Customization Description	Offered Price
1.01. Chassis	Change in model year and price increase associated with it, additional chassis options, or changing to "customer supplied" chassis	\$ 3,519.00
1.02. Chassis Modifications	Installation of additional equipment/parts (not covered by Published Options Parts List), or deletion of specified items, additional labor associated with changes	\$ (550.00)
2. Modular Construction	Changes to overall module size and design, cost of materials, non-standard equipment installed/utilized in Compartments and Cabinets	\$ 16,549.00
3. Coatings and Finishes	Graphics/Lettering by third party, non-standard material usage, additional paint cost based on module size and design	\$ 185.00
4. Module Exterior	Changes to cost of materials, overall module size and equipment installed/utilized, deletion of spec'ed equipment which is part of the vehicles' build up cost, installation of additional non-standard equipment/parts	\$ 3,135.00
5. Module Interior	Deletion of spec'ed equipment which is part of the vehicles' build up cost, installation of additional non-standard equipment/parts	\$ 4,935.00
6. Electrical	Change in cost based on items/parts/radios used in custom build, or deletion of standard equipment which is part of the vehicles' build up cost	\$ 3,740.00
6.30. Emergency Warning System	Installation of flashers/scenelights/sirens/masts/inverters etc., which are not in Published Options Parts List	\$ 11,970.00
8.01 Loose Equipment	Any additional non-standard items/parts shipped loose with the vehicle	\$ 2,625.00
	Total Changes	\$ 46,108.00



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE: September 12, 2024

TO: Board of Directors

SUBJECT: Consider Approving Resolution to Utilize Sacramento Area Council of Governments Cooperative Purchasing Agreements for Fuels

TOPIC

Staff requests approval to utilize the Sacramento Area Council of Governments (SACOG) cooperative agreement with Hunt & Sons LLC. for the purchase of automotive fuels.

BACKGROUND

To ensure continuous service delivery, the Sacramento Metropolitan Fire District has an ongoing need to purchase various types of fuels for the District's various types of vehicles and apparatus. Since 2019, the District has been utilizing SACOG's current cooperative purchasing agreement for fuels and lubricants. This agreement expired on August 30, 2024.

DISCUSSION

On May 7, 2024, SACOG issued a new Request for Proposals (RFP) to procure automotive fuel and lubricants. This RFP was designed as a cooperative purchasing agreement where SACOG will be administering the agreement for government agencies within the Sacramento Region. Additionally, the District was listed in the RFP as one of 40 participating agencies.

On August 8, 2024, SACOG informed the District that they will be awarding an agreement for all fuel products to Hunt and Sons, LLC and an agreement to Hunt & Sons, Inc for lubricants and propane as a result of their RFP. The agreements will be for a period of three years with the option to negotiate for an additional two years. On August 26, 2024, the District received notice from SACOG that their contracts had been fully executed by the vendors.

Utilizing the cooperative purchasing procurement method provides participating agencies increased administrative efficiencies and the power of combined purchasing volume that results in overall cost savings.

FISCAL IMPACT

\$1,415,000 for automotive fuels is already included in the District's FY 2024/2025 Final Budget.

RECOMMENDATION

Staff recommends that the Board authorize the purchase of automotive fuels from Hunt & Sons LLC. using the SACOG cooperative purchasing agreement and to allow the Fire Chief or his designee to execute the Participating Agency Sub Agreement documents required for utilizing the referenced SACOG agreement.

Submitted by:

Mark Siebert

Mark Siebert
Logistics Manager

Approved by:



[ty bailey \(Sep 5, 2024 12:49 PDT\)](#)

Ty Bailey
Deputy Chief, Support Services

ATTACHMENTS:

- Attachment 1: SACOG Agreement
- Attachment 2: Form of Participating Agency Sub Agreement
- Attachment 3: Resolution



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ENTERING INTO A PARTICIPATING AGENCY SUB AGREEMENT WITH HUNT & SONS LLC FOR THE PURCHASE OF AUTOMOTIVE FUELS

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the District has an ongoing need to purchase various types of fuels for the District's various types of vehicles and apparatus; and

WHEREAS, the Sacramento Area Council of Governments (SACOG) issued a Request for Proposals (RFP) to procure automotive fuels and lubricants; and

WHEREAS, the District was listed as a Participating Agency in SACOG's RFP; and

WHEREAS, SACOG has awarded an agreement for all fuel products to Hunt & Sons, LLC as a result of this RFP; and

WHEREAS, Hunt & Sons LLC has the experience and expertise necessary to competently perform the services set forth in the SACOG agreement; and

WHEREAS, the District desires to enter into a sub agreement with Hunt & Sons LLC for the purchase of fuel products.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby:

1. Approve the purchase of automotive fuels from Hunt & Sons LLC using the SACOG cooperative purchasing agreement; and
2. Authorize the Fire Chief or his designee to execute the Participating Agency Sub Agreement documents required for utilizing the referenced SACOG agreement.

PASSED, APPROVED AND ADOPTED this 12th day of September 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
JOINT PURCHASING AGREEMENT**

**For
FUEL**

THIS AGREEMENT, is made and entered into on August 23, 2024, at Sacramento, California, by and between the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and **HUNT & SONS LLC**, a Delaware limited liability company, (hereinafter "Contractor" or "Consultant").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon receipt of a notice to proceed from SACOG and in accordance with the Scope of Work, attached hereto as Exhibit A and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **August 31, 2027**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. SACOG in its sole discretion may elect to extend this Agreement for up to two (2) additional years upon written notice to Contractor.

2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A - Scope of Work**. In the event of any inconsistency between Exhibit A and other terms and conditions of this Agreement, Exhibit A shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director or designee. Approval shall not be presumed unless such approval is made by SACOG in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that

are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: The Participating Agencies (defined in Exhibit A) shall pay for all fuel as set forth in the fee schedule in Exhibit A. In no instance shall SACOG be liable for any payments to Contractor or Participating Agencies.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to Participating Agencies (defined in Exhibit A) no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by Participating Agency of any circumstances or data identified by Participating Agency in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency's approval of each billing.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.
- b. If SACOG issues a notice of termination:
 - (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
 - (2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and

every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

- (3) Participating Agency shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to Participating Agency for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then Participating Agency shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to the Participating Agency. SACOG shall not be responsible for any payments to Contractor.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor and shall adhere to all applicable state procurement requirements for procuring subcontractor services.

a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or subcontract shall require the contractor and its subcontractors, if any, to:

- (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.
- (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG

- that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG and Participating Agencies, their directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Contractor shall pay all costs and expenses that may be incurred by SACOG or Participating Agencies in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form CA 0001 covering Automobile Liability, code 8 (hired autos) and code 9 (non-owned autos).	Bodily Injury/Property Damage \$1,000,000 each accident.

(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).	Limit of no less than \$2,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SACOG requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SACOG.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that SACOG will be notified by certified mail, return receipt requested, if coverage has been or will be suspended, voided, canceled by either party, reduced in coverage or in limits.
 - (5) Contractor hereby grants to SACOG a waiver of any right to subrogation which any insurer of said Contractor may acquire against SACOG by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not SACOG has received a waiver of subrogation endorsement from the insurer.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.
 - d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
 - e. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.
 - b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.
17. Project Manager: SACOG's Project Manager for this Agreement is **Katie Brunetti**, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be emailed or mailed by first-class mail to the SACOG Project Manager as follows:

Katie Brunetti, Senior Management Analyst
Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 340-6229
Email: kbrunetti@sacog.org

Contractor's Project Manager for this Agreement is **Brad McGhee**. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be emailed or mailed by first-class mail as follows.

Brad McGhee, Sales Manager
Hunt & Sons LLC
5725 Alder Ave
Sacramento, CA 95829
Telephone: (209) 345-8062
Email: bmcghee@huntsonslc.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal

discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by

reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

- b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
 - c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.
26. Other Responsibilities:
- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.
 - b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
 - c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit B**.
 - d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such

action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the

same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as **Exhibit C**, in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

37. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
38. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SACOG shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

(Signature Page to Follow)

Contract #: CT250004
Funding Source: Local Agencies
Project Code: SAC135

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF
THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS



JAMES CORLESS
Executive Director

APPROVED AS TO FORM:



SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:



KATIE BRUNETTI
Senior Management Analyst

HUNT & SONS LLC



BRAD MCGHEE
Sales Manager

EXHIBIT A

Scope of Work

1. Contractor's Relationship with Participating Agencies and SACOG

- 1.1. Hunt & Sons LLC. ("Contractor") will act as a contractor for the SACOG Joint Regional Public Agency Fuels and Lubricants bid for the following products: Unleaded, Diesel #2, Red-Dyed Diesel, Ethanol-85, Renewable Diesel, and Cardlock. Contractor will be the main point of contact for all Participating Agency. Contractor's corporate headquarters is located in Sacramento and that is where all of the billing will take place. Contractor is a fully integrated Petroleum Distributor and will be purchasing all of the fuel required for delivery to Participating Agencies from various fuel suppliers and using Contractor's fleet of delivery trucks to make deliveries.
- 1.2. Each of the following public agencies may become "Participating Agencies" under this Agreement upon negotiation, execution and delivery of a sub-agreement with Contractor substantially in the form of **Exhibit E** attached hereto:

#	Agency	#	Agency
1	City of Davis	21	Yuba County
2	City of Elk Grove	22	Citrus Heights Water District
3	City of Folsom	23	Elk Grove Unified School District
4	City of Galt	24	Los Rios Community College District
5	City of Lincoln	25	North Tahoe Public Utility District
6	City of Placerville	26	Placer County Water Agency
7	City of Rocklin	27	Sacramento Metropolitan Fire District
8	City of Roseville	28	Sacramento Regional County Sanitation District
9	City of Sacramento	29	California State University, Sacramento
10	City of Vacaville	30	San Joaquin County
11	City of Wheatland	31	San Juan Unified School District
12	City of Yuba City	32	San Juan Water District
13	County of Amador	33	Sierra College
14	County of Butte	34	Sacramento Municipal Utility District (SMUD)
15	County of El Dorado	35	South Sutter Water District
16	County of Nevada	36	Town of Truckee
17	County of Placer	37	University of California at Davis (UC Davis)
18	County of Sacramento	38	Yuba-Sutter Transit Authority
19	County of Sutter	39	Cosumnes Community Service District
20	County of Yolo		

- 1.3. At the option of Contractor, other cities, counties, school districts or governmental agencies (Participating Agencies) in the State of California may receive any of the available services set forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form attached hereto as **Exhibit E** at the same prices specified in Exhibits "A-4" Pricing Sheets. In the case a local government entity is not listed in the Exhibits "A-4" Pricing Sheets, the Contractor will work with SACOG and the anticipated Participating Agency to extend pricing on a reasonable estimate based on the relative proximity and distance of agencies already listed in the Exhibits "A-4" Pricing Sheets.
- 1.4. There is no guarantee of usage by the Participating Agencies. SACOG shall not be responsible for any Participating Agency's failure to execute a sub-agreement, or for the breach of any sub-agreement by a Participating Agency. Participating Agencies utilizing the procurement conducted by SACOG for Contractor's services will place their orders directly with Contractor.
- 1.5. All Participating Agencies' requirements, purchase orders, invoices, and payments will be handled directly with Contractor. Pricing is specified in Exhibits "A-4" Pricing Sheets.
- 1.6. Every six months from the effective date of this Agreement, Contractor shall deliver to SACOG a written biannual report of all fuels delivered to the Participating Agencies during the preceding six-month period. The report shall include the following information for each during the current period: (1) list of the Agencies participating (2) total gallons purchased for all product types for each Participating Agency (3) total Administrative Biannual Reports must be submitted by August 31 for the period of January 1 to June 30 and by February 28 for the period of June 30 to December 31 each year.

Concurrently with the delivery of the biannual report, Contractor shall pay an administrative fee to SACOG in the amount of \$0.0065 for each gallon (or gallon equivalent) of fuels delivered during the prior six-month period. Payment shall be made on the basis of actual deliveries without any withholding for late payment by a Participating Agency. Payment shall be made to SACOG by August 31 for the period of January 1 to June 30 and by February 28 for the period of June 30 to December 31 each year. Contractor's failure to submit a biannual report and remit timely payment of the administrative fee required under this section to SACOG may result in SACOG terminating this Agreement.

2. Contractor's Scope of Work

2.1. Bulk Fuel Distribution

- 2.1.1. Contractor will deliver fuel, and provide other services as specified below, to Participating Agencies without causing them to change the way they function or adding any additional expenses to their operating budgets. These services are included in the fees included within this contract. Fees for delivered fuel will be assessed to the Participating Agencies at the rates set forth in Exhibits "A-4" attached hereto.

- 2.1.2. Contractor will assign a customer service representative to each Participating Agency who will visit all the locations to verify tank sizes, physical tank locations, best traffic routes and physically stick each of the fuel tanks to get an initial inventory level so that Contractor can begin to monitor fuel usage and create deliveries when product is needed.
- 2.1.3. Contractor's dispatch will use its tracking method to gauge when fuel is needed based on daily usage.
- 2.1.4. Dispatch will monitor the fuel market and advise the Participating Agencies when it is favorable or not favorable to purchase fuel based on potential market changes.
- 2.1.5. Contractor will maintain accurate inventory totals based on daily consumption and tank stick readings.
- 2.1.6. Contractor will put each location on a "keep full" route where, based on the daily fuel consumption, Contractor will deliver to all tankwagon delivery locations at least weekly based on when fuel is needed.
- 2.1.7. Contractor will ensure that fuel is delivered to each location on a weekly schedule regardless of weekly variation in consumption by the Participating Agency or location. Daily or weekly consumption is subject to change, and routine deliveries must be ensured to maintain adequate inventory at each location.
- 2.1.8. Contractor will utilize existing tank monitoring systems, if used by the Participating Agency, enabling Contractor to use the system to fax or email inventory levels daily to Contractor's dispatch for remote monitoring of fuel levels at high-volume sites.

2.2. Contractor will contact all high-volume sites and sites daily that have inconsistent usage (such as those in "snow country") to monitor needs due to expected storms. As used in this paragraph, "high-volume sites" is defined as sites with an average daily usage of more than one load per day.

2.3. Steps in Fuel Delivery

2.3.1. Contractor receives a call from a Participating Agency location for fuel delivery or it comes due as part of Contractor's "Keep Full Program."

2.3.2. Contractor creates fuel order and dispatch schedules a delivery.

2.3.3. If delivery is for a location in one of the areas that will be serviced by Contractor where the most economical and logistical place of pick up will be a major loading terminal, then the fuel truck will be dispatched to one of the fuel loading racks in Sacramento, Chico, Stockton or the Bay Area that is connected to the pipeline system coming from the Bay Area Refineries. The fuel will be delivered to the ordering location.

2.3.4. If the delivery is for a location where the Participating Agency is best served by an outlying Contractor distribution facility, then the truck will load from that facility and deliver the fuel to the ordering location.

2.3.5. The fuel truck will make the delivery and then a signed delivery ticket is brought back to Contractor's headquarters for processing.

2.3.6. Invoice for fuel delivery will be generated and mailed to the Participating Agency for payment.

2.3.7. Benchmark pricing (OPIS, BPN) will be based on the actual delivery date.

2.4. Emergency Resources and Protocol

2.4.1. Contractor will ensure all staff is adequately trained and prepared for potential emergency situations to ensure sufficient inventory of all products is available at all times.

2.4.2. Contractor's customer support is available to all participating agencies 24 hours a day, 365 days a year. Contractor's office hours are 6 a.m. to 6 p.m. Monday thru Friday and 8 a.m. to 12 p.m. on Saturdays. After hours, Contractor's customer service team can be reached by calling Contractor's office and speaking with Contractor's answering service. The answering service can reach every member of Contractor's dispatch and customer service department by cell phone 24 hours a day.

2.4.3. Contractor is available to respond to issues and make deliveries seven (7) days a week.

- 2.4.4. Contractor maintains fuel inventory at all Distribution Facilities and Cardlocks, enabling them to make deliveries if there are product outages at the terminals or if the pipelines are down.
- 2.4.5. If power outages occur, Contractor will pull fuel from its own locations with its own power to ensure Participating Agencies still have fuel.
- 2.4.6. Contractor has experience and contacts with the State of California Department of Transportation (CalTrans) allowing their trucks highway access during road closures due to snow conditions, for deliveries in emergency situations.
- 2.4.7. Contractor has Forest Service contracts for forest fires and Contractor's drivers are trained to continue delivery of product to fire crews during forest fires.
- 2.4.8. Contractor employs local drivers who live in the communities they deliver in, enabling delivery of product to Participating Agencies any time of day on very short notice.
- 2.4.9. Contractor will provide extra fueling equipment such as tanks and pumps to Participating Agencies to utilize during potential emergencies to help provide additional storage onsite to fuel vehicles and emergency generators.
- 2.4.10. In the case of an emergency, Contractor will provide priority delivery to Participating Agencies under this Agreement.

2.5. Subcontractors

- 2.5.1. Contractor will not utilize the services of any subcontractors for any work to be performed through the duration of this contract.

EXHIBIT A-1

Supplemental Scope of Work – Delivery Requirements

1. General Delivery Requirements

- 1.1. Contractor shall perform all deliveries to Participating Agency locations in a safe and professional manner. Participating Agencies shall reserve the right to add or delete delivery locations as-needed during the course of the subcontract(s).
- 1.2. Contractor shall be solely responsible for ensuring that its vehicles/equipment have all the necessary attachments (pumps, hoses, etc.) required to deliver and dispense fuel into the storage tanks at each delivery location. Contractor's equipment shall be in good working order and all personnel shall be appropriately trained in safety matters to preclude accidents endangering Participating Agency personnel, property, or members of the public. Contractor must ensure all hoses and all coupler fittings are sufficiently tightened when in use. Product that leaks from hoses or coupler connections must be cleaned and removed by the Contractor at the Contractor's sole expense, including product in spill containers.
- 1.3. Contractor shall ensure that deliveries are made as often as requested and within the delivery times stated herein to all Participating Agency delivery locations, regardless of weather conditions.
- 1.4. All deliveries must be made in less than twenty-four (24) hours after an order is placed unless otherwise specified by the ordering Participating Agency.
- 1.5. Contractor is solely responsible to verify delivery hours with the Participating Agency before delivering the product. If a delivery cannot be completed within the time frame requested by the Participating Agency, Contractor must notify the Participating Agency within 12 hours of scheduled delivery time.
- 1.6. Deliveries may be made to locations on secure grounds requiring access clearances for delivery drivers. It is the Contractor's sole responsibility to contact the secure location for specific security clearance procedures, hours of operation for deliveries and service, dress code, and other rules for delivery.
- 1.7. Contractor may be required to make emergency on-site or weekend deliveries upon special request by a Participating Agency. Emergency deliveries are defined as deliveries requested outside of 7:00 a.m. to 5:00 p.m. (Pacific Standard Time), Monday through Friday (excluding agency-observed holidays). Weekend deliveries shall be defined as deliveries requested from 5:01 p.m. Friday through 6:59 a.m. the following Monday. If a delivery is scheduled on an agency-observed holiday, the delivery is considered a weekend delivery for billing purposes. No additional charges or fees shall be accepted or paid by a Participating Agency for such deliveries.

2. Requirements for Bulk Gasoline, Bulk Diesel, and #2 Red-Dyed Diesel Fuel

- 2.1. Deliveries shall be made within twenty-four (24) hours after receipt of an order from the Participating Agency.
- 2.2. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the Contractor elects to make that delivery in vehicle of lesser capacity, the Contractor shall not charge more than the truck and trailer prices prevailing at the time of delivery.
- 2.3. All deliveries shall be made in metered trucks that are compatible with the Participating Agency's storage tanks. Temperature correction of delivered products shall not be allowed. Invoices and payments shall be for gross gallons delivered.
- 2.4. All fuel deliveries shall be accompanied by a drop tag stating the tank size, reading, quantity delivered, point of delivery and signature of delivering driver, and specify whether the delivery was a bobtail or truck and trailer delivery.
- 2.5. At the time each delivery is made, the Contractor's driver may be required to draw a one (1) gallon sample from the truck and leave the sample with the Participating Agency's staff receiving the delivery. The sample container will be furnished by the Participating Agency. The Participating Agency reserves the right to send the fuel sample to an independent testing laboratory for analysis at any time. Should the fuel test analysis indicate that the fuel does not meet the specifications listed herein, the Contractor may be required to remove and replace the product at the Contractor's expense. Continued failure to deliver product meeting the specifications listed herein may be cause for cancellation of this Agreement and any sub-agreement.

3. Requirements for Renewable Diesel

- 3.1. The following terms are applicable to Renewable Diesel delivery:
 - 3.1.1. In the case that shipment or delivery of Renewable Diesel is delayed or unavailable for distribution, Contractor must identify unavailability within 24 hours through written or electronic notice on the Participating Agency's billing invoice. Once Renewable Diesel product is available for shipment Contractor must provide written or electronic notice of availability on Participating Agency's billing invoice. Contractor must notify the SACOG Contract Administrator in the case shipment or delivery of Renewable Diesel is delayed by five (5) calendar days or more to any Participating Agency.
 - 3.1.2. In the event there is more than one lapse in supply of Renewable Diesel over the course of five (5) calendar days, a Participating Agency may obtain Renewable Diesel from the reserve supplier.
 - 3.1.3. If the Contractor is unable to supply Renewable Diesel within fourteen (14) calendar days, then the Participating Agency can elect to obtain Renewable Diesel from reserve supplier and discontinue obtaining Renewable Diesel from the Contractor for the remainder of the term of the Agreement.

EXHIBIT A-2

Supplemental Terms and Conditions – Pricing

1. Pricing

1.1. All Categories

1.1.1. Contractor's pricing shall be Free-on-Board (FOB) Destination, freight prepaid and assumed by the Contractor, and exclusive of all taxes or surcharges. Contractor shall provide firm, fixed margins, bobtail and delivery point differentials, and unit prices for the products listed in this contract for the initial contract period of three (3) years from the date this bid is awarded, with the option to negotiate for an additional two years.

1.2. Provisions Specific to Bulk Gasoline and Diesel Fuel, #2 Red-Dyed Diesel Fuel

1.2.1. The contract pricing shall be based on two factors: the average Sacramento unbranded daily rack price reported by the Oil Price Information Service (OPIS) and the Contractor's margin (along with any applicable bobtail and delivery point differentials). The formula below outlines the contract price per gallon to be paid by the Participating Agencies.

OPIS "Unbranded Rack Average" + Contractor's Margin = Total Price Per Gallon.

1.2.2. The Contractor's margin, including bobtail and delivery point differentials, shall represent purchases that are FOB Destination, freight prepaid and assumed by the Contractor to the Participating Agencies' delivery locations. The Contractor's margin and differentials shall be exclusive of all taxes and surcharges. Applicable taxes and surcharges shall be listed separately in the Contractor's response as well as on the resulting invoices. Some agencies are exempt from Federal Excise Tax for purchases of unleaded and diesel fuels. The Contractor shall be responsible to provide the Participating Agencies with any necessary exemption certificates to be completed prior to the award of the sub-agreement(s).

1.2.3. The Contractor shall be solely responsible for distributing an electronic copy (via email) of the daily OPIS report to each of the Participating Agencies. The daily OPIS report shall show at a minimum the daily average rack prices for the gasoline and diesel products specified herein for the Sacramento area.

1.3. Renewable Diesel Pricing

1.3.1. Pricing will be based on two factors: Oil Price Information Service (OPIS) spot 'Unbranded Daily Rack Average' and Hunt & Sons LLC's margin (along with any applicable bobtail and delivery point differentials) for each location. The contractor margins and delivery locations are shown attached within Exhibit "A-10" Pricing sheet.

The OPIS UNBRANDED DAILY RACK AVERAGE WITH CAR price per gallon of R-99 Renewable Diesel is based on the wholesale "OPIS GROSS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, at "Early Day (9:00 am EST). Contract Price Daily Issue of the Oil Price Information Service (OPIS). During the term of this Contract, the prices for the R-99 Renewable Diesel furnished hereunder may be adjusted only in the manner set forth herein. Prices shall be adjusted automatically on a daily basis. Said adjustments shall be made based on the "UNBRANDED DAILY RACK AVERAGE WITH CAR" price of "OPIS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, as shown in the 9 AM Contract Price Daily Issue of the OPIS issued on the date of delivery, plus Contractor's margin.

OPIS price sourcing ULS Diesel #2 + ULS Diesel #2 Contractor's Margin = Composite Price

If the OPIS publication is modified to include R-99 renewable diesel fuel, then SACOG reserves the right to re-establish the base price calculation method.

- 1.3.2. Those agencies who have signed Exhibit E, Form of Agency Participating Sub-Agreement, and all departments associated, may opt to procure Renewable Diesel as an alternative to Petroleum Diesel on request at the locations identified within the Petroleum Diesel tabulation of the Hunt & Sons Inc. Pricing Sheet. Those Participating Agencies will have the ability to begin deliveries of Renewable Diesel after the scope of work is first approved by Contractor. All locations not identified on the original Hunt & Sons LLC. Pricing Sheet must first be approved by Contractor before any delivery begins.

In the instance the Renewable Diesel is unable to be sourced by contractor, Participating Agencies can choose to source with the alternate Renewable Diesel provider under Contract or they can choose to source standard petroleum diesel to those sites regularly scheduled for Renewable Diesel deliveries. Contractor will contact the Participating Agency before any delivery begins. Pricing for the petroleum diesel will be based off the original margins displayed within the Exhibits "A-4" Pricing Sheet.

2. Account Set-Up and Payment Information

- 2.1. Contractor shall establish and maintain individual accounts with unique account numbers for each Participating Agency, and its departments and divisions at the time they execute a separate sub-agreement with the Contractor.
- 2.2. At a minimum, all invoices shall include the following information: the blanket purchase order number, customer account number (refer to Section 2.1 above), location of delivery, invoice number, invoice date (Month/Day/Year), date (Month/Day/Year) that products were delivered, number of gallons delivered/dispensed or quantity of each product, Contractor's margin with differentials shown or unit price for each product with the extended amounts clearly shown, applicable discount for each product, and applicable sales tax and all other taxes/surcharges/fees. All invoices must include the name of the agency employee that placed the order. Contractor must invoice each account separately.

Contractor shall not consolidate multiple accounts onto the same invoice or billing statement unless specifically requested by Participating Agency.

- 2.3. The Participating Agency shall pay the Contractor only the margins/pricing specified in the Contractor's response. Such amount will be due and payable upon receipt of an invoice by the Participating Agency with the appropriate information specified in Section 2.2, above. Contractor shall provide a copy of the daily OPIS price information sheet for each order delivered with each billing statement. Participating Agencies will not accept or pay any emergency response premiums, administrative surcharge costs, or any other surcharges not identified in the Contractor's response. Charges imposed by the State of California or the Federal Government after the proposal has been awarded will be honored.

3. Quality Assurance Provisions

- 3.1. Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from the Participating Agency.
- 3.2. The Contractor shall ensure that all trucks, railcars, and vessels shall be drained, cleaned, and inspected prior to loading if the previous load contained other petroleum product(s) that would contaminate the desired fuel product.

4. Product Labeling and Emergency Response

- 4.1. Prior to the first delivery of product, Contractor shall provide each Participating Agency with a Material Safety Data Sheet (MSDS) provided for each of the products awarded to the Contractor and all other chemicals intentionally added into the product including additives. Contractor shall be responsible for immediately providing the Participating Agency with any updated or revised MSDS sheets throughout the term of the resulting agreement(s).
- 4.2. Twenty-four (24) hour emergency response must be provided by the Contractor. Prior to the first delivery, the Contractor shall provide each Participating Agency with a list of emergency contact persons and a twenty-four (24) hour company telephone number in the event that a fire or other event occurs and the Participating Agency is in need of telephone consultation regarding the Contractor's product(s).
- 4.3. Contractor shall be responsible for any spills or other incidents involving its product(s) during delivery, up to and including the off-loading process, when the Contractor's product is transferred into the Participating Agency's tank(s). Contractor's drivers shall be fully trained by the Contractor in chemical safety.

5. Safety Requirements

- 5.1. Contractor agrees to perform all dispensing and delivery tasks in such a manner as to meet all accepted standards for safe practices throughout the term of the contract and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees to accept sole responsibility for complying with the supplemental terms and conditions specified herein as well as all local, County, State

or other legal requirements at all times. These requirements may include, but are not limited to, full compliance with the terms of the applicable Federal O.S.H.A. and State of California O.S.H.A. Safety Orders so as to protect all persons, including Participating Agency employees, agents of the Participating Agency, vendors, members of the public and others from foreseeable injury, or damage to their property.

During performance and upon completion of services, Contractor shall remove all unused equipment, supplies, instruments of service, all excess or hazardous material, trash, and legally dispose of them. Contractor shall leave the Participating Agency's delivery location in neat, clean, and acceptable condition meeting their expectations.

6. Insurance Requirements

- 6.1. Contractor shall furnish evidence of insurance, including required endorsements, to each Participating Agency, demonstrating proof of coverage in the amounts as specified in this Agreement, upon request. Each Participating Agency may require different coverage levels than specified in this Agreement, which will only apply to that agency.

Proof of Insurance must include all applicable endorsements pursuant to Participating Agency's specific insurance requirements and include policy numbers. Blanket endorsements may be rejected.

Failure to comply with insurance and endorsement requirements may result in the termination of this Agreement. All costs of complying with the insurance and applicable required endorsements are included in Contractor's pricing as listed in this Agreement.

7. Allocation

- 7.1. It is understood that the Contractor's obligation to perform is subject to modification and reduction in accordance with any federal, state or local government program governing the allocation of products by the seller, which may occur during the term of the contract. The Contractor shall take any necessary measures to ensure delivery of sufficient quantities of products to each of the Participating Agencies in accordance with said regulations.
- 7.2. In the event of such programs, the Participating Agencies reserve the right to terminate their respective sub-agreements on the effective date of the allocation program.

8. Records

- 8.1. Contractor shall maintain accurate, complete, detailed records of each Participating Agency's total number of purchases. Records must have capability to be filtered/sorted by agency department, product, delivery date, and delivery location.

9. Licenses and Permits

- 9.1. Contractor will possess and keep in effect for the duration of the Contract any licenses and permits necessary to perform the contracted services. Contractor shall be licensed to do business in the State of California.

EXHIBIT A-3

Specifications

1. General Specifications

- 1.1. The products listed in this Agreement shall meet all applicable Federal, State, and local government laws and environmental requirements and regulations, including but not limited to, the California Air Resources Board (CARB), the laws, regulations, and standards of the American Society of Testing and Materials, and industries law, codes, requirements, standards, and guidelines currently in force and any of those put in force during the term of the resulting contract period(s). The products shall also conform with the State of California specifications (or applicable updates as they may apply). Contractor shall be responsible for ensuring that the products delivered to each Participating Agency comply with all such laws, regulations, and requirements.
- 1.2. Contractor may elect to purchase products from major refineries or other reliable sources to obtain the lowest available prices. It is the Contractor's sole responsibility to manage purchases from available sources to maintain its ability to supply products to the Participating Agencies.

2. Specifications for Automotive Oil and Fuel Products

- 2.1. Unleaded regular gasoline fuel must be a volatile mixture of liquid hydrocarbons containing small amounts of additives, suitable for use as fuel with spark-ignition, internal combustion engines. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4140.
- 2.2. Unleaded regular gasoline fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to the Participating Agency.
- 2.3. Unleaded regular gasoline shall have a minimum Anti-Knock Index of 87 unless otherwise specified herein.
- 2.4. The finished fuel shall be visually free of un-dissolved water, sediment, suspended matter, and it shall be clear and bright at the ambient temperature or 21°C (70°F), whichever is higher.
- 2.5. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

3. Specifications for Diesel Fuel

- 3.1. Diesel fuel must be suitable for on-highway use.

- 3.2. Diesel fuel must be suitable for use in diesel engines operating in industrial and heavy mobile (vehicle) service. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4143.
- 3.3. Diesel fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and Section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the Contractor's company to supply this fuel to the Participating Agency.
- 3.4. Diesel fuel shall have a minimum Ctrain rating of 53 unless otherwise specified herein.
- 3.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.
- 3.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

4. Specifications for Ethanol E-85 Fuel

- 4.1. Ethanol E-85 fuel covers a fuel blend, nominally 85 volume % denatured fuel ethanol and nominally 15 volume % hydrocarbons for use in ground vehicles with automotive spark-ignition engines.
- 4.2. Ethanol E-85 fuel shall meet the CARB requirements of CCR Title 13, Division 3, Chapter 5, Article 3, Section 2292.4, Specifications for E-85 Fuel Ethanol, or the Contractor shall obtain a test program exemption from the California fuel specifications for E-85 from CARB.
- 4.3. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

5. Specifications for R-99 Renewable Diesel Fuel

- 5.1. The fuel delivered must be at least 99% renewable diesel and meet the latest versions of the following specifications and standards.
- 5.2. "Renewable Diesel" means a diesel fuel that is produced from non-petroleum renewable sources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.
- 5.3. The renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6 Article 5, Section 4149.

The renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB.

The renewable diesel fuel must meet a CARB approved Certified Pathway with a carbon intensity (CI) no more than 40 gCO_{2e}/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486. The CI is a method of quantifying the overall carbon impact of a fuel as defined by the California Air Resources Board Low Carbon Fuel Standard (LCFS). It is the supplier's responsibility to provide documentation acceptable to the participating agency.

- 5.4. SACOG and Participating Agency may, at any time, take a sample of the delivered product to be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975 and ASTM-D6866 utilizing Carbon 14 dating to verify the percentage of bio-based of a fuel and petroleum.
- 5.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.
- 5.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

**EXHIBIT A-4
PRICE LIST**

Note: May 7, 2024 used as price for Gasoline, Ultra Low Sulfur Diesel #2, Dyed Ultra Low Sulfur Diesel #2, Ethanol and Renewable.
SACOG

**BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
BID PRICING WORKSHEET**

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Roseville		335,000	3.4547	(0.1190)			\$ 3.3357	\$ 1,117,460	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - City of Roseville Locations		33,500				0.0490		\$ 1,642	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	One - 10,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Golf Course Maintenance Yard Diamond Oaks Golf Course 349 Diamond Oaks Rd., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Police/Fire Departments - 401 Oak Street, Roseville	One - 1,000 (AG)				0.0900				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Rocklin		106,000	3.4547	(0.1190)			\$ 3.3357	\$ 353,584	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Rocklin Locations		10,600				0.0490		\$ 519	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	One - 12,000 (AG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Folsom		121,000	3.4547	(0.1190)			\$ 3.3647	\$ 407,129	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Folsom Locations		12,100				0.0490		\$ 593	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	One - 4,000 (AG)				0.0290				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fire Department #35 (2 Section Tank) 535 Glenn Drive, Folsom (95630)	One - 500 (AG)				0.0290				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SMUD		170,000	3.4547	(0.1190)			\$ 3.3647	\$ 571,999	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SMUD Locations		17,000				0.0490		\$ 833	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
U.S. Highway 40 Pollock Pines, CA 95725	One - 6,000 (BG)				0.0290				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75

SACOG
BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCIES INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
County of San Joaquin		600,000	3.4547	(0.1190)			\$ 3.3357	\$ 2,001,420	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - San Joaquin Locations		60,000				0.0590		\$ 3,540	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Public Works - 1810 E Hazelton Ave, Stockton, (95205)	One - 15,000 (BG)				-				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sheriff - 7000 Michael N Canlis Blvd, French Camp, (95231)	One - 25,000 (BG)				-				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Downtown Garage - 121 N San Joaquin St., Stockton, (95202)	One - 10,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Stockton Airport - 7422 S Lindbergh, Stockton, (95206)	One - 500 (AG)				0.0890				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Ag Center - 2101 E Earhart Ave, Stockton, (95206)	One - 6,000 (AG)				0.0290				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SJ General Hospital - 500 W Hospital Dr, French Camp, (95231)	One - 500 (AG)				0.0890				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Micke Grove Park - 11793 N Micke Grove Rd, Lodi, (95240)	One - 500 (AG)				0.0890				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Oak Grove Park - 4520 W 8 Mile Rd, Stockton, (95209)	One - 1,000 (AG)				0.0890				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Galt		105,000	3.4547	(0.1190)			\$ 3.3897	\$ 355,919	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Galt Locations		10,500				0.0490		\$ 515	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corp. Yard Annex - 550 Elm Avenue, Galt (95632)	One - 2,000 (AG)				0.0540				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Butte		149,100	3.4547	(0.1190)			\$ 3.3897	\$ 505,404	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - County of Butte Locations		14,910				0.0490		\$ 731	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Neal Road Landfill - 1023 Neal Road, Paradise (95969)					0.0540				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75

SACOG
BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Sacramento		1,700,000	3.4547	(0.1190)			\$ 3.3597	\$ 5,711,490	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - City of Sacramento Locations		170,000				0.0390		\$ 6,630	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	One - 2,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Meadowview Fleet Service - 2812 Meadowview Road, Sacramento (95832)	One - 12,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	Two - 12,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Kinney Police Facility - 3550 Marysville Blvd., Sacramento (95838)	One - 12,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Rooney Police Substation - 5303 Franklin Blvd., Sacramento (95820)	Two - 12,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sutters Landing - 28th and A Street, Sacramento (95816)	One - 2,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 1 - 624 Q Street, Sacramento (95811)					0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Richards Police Facility - 300 Richards Blvd., Sacramento (95811)	One - 8,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sacramento Marina - 270 Marina View Drive Sacramento (95818)	One - 15,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 2 - 1229 I Street, Sacramento (95814)					0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 3 - 7208 W. Elkhorn Blvd., Sacramento (95837)					0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Water Dept. 35th Ave. Parking - 1395 35th Ave., Sacramento (95822)									PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Sacramento		1,016,000	3.4547	(0.1190)			\$ 3.3357	\$ 3,389,071	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - County of Sacramento Locations		101,600				0.0390		\$ 3,962	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bradshaw 9661 Conservation Road Sacramento, CA 95827	One - 20,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Area Transfer Station 4450 Roseville Road North Highlands, CA 95660	One - 6,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75

SACOG
BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842	One - 12,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Kiefer Landfill 12701 Kiefer Blvd. Sacramento, CA 95683	One - 2,500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Regional Treatment Plant (SRWTP) 8521 Laguna Station Road Elk Grove, CA 95758	Two - 4,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Downtown Garage - 725 7th Street Sacramento, CA 95814	One - 20,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Garage - 5510 Garfield Avenue Sacramento, CA 95841	One - 6,000 (BG) One - 15,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Garage - 9250 Bond Road Elk Grove, CA 95624	Two - 10,000 (BG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Florin Garage - 7000 65th Street, Suite B Sacramento, CA 95823	One - 6,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Vineyard Surface Water Treatment Plant 10151 Florin Road Sacramento, CA 95829	One - 4,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Marconi Station (Scheduled to close late 2014) 2535 El Sutton Lane Sacramento, CA 95821	One - 6,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sacramento Metropolitan Fire District		50,000	3.4547	(0.1190)			\$ 3.3597	\$ 167,985	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Sacramento Metropolitan Fire District Locations		5,000				0.0390		\$ 195	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fleet - 4425 Dudley Blvd. McClellan, CA (95652)	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Logistics - 3012 Gold Canal Dr Rancho Cordova, CA (95670)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 21 - 7641 Greenback Ln Citrus Heights CA (95610)	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 25 - 7352 Roseville Rd. Sacramento, CA (95842)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 32 - 8890 Roediger Lane Fair Oaks, CA (95628)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 50 - 8880 Gerber Rd Sacramento, CA (95828)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 55 - 7776 Excelsior Road Sacramento, CA (95829)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75

SACOG
BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
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Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Station 58 - 7250 Sloughouse Rd Elk Grove, CA	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 106 - 2200 Park Towne Circle Sacramento, CA (95825)	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 109 - 5634 Robertson Ave Carmichael, CA (95608)	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 111 - 6609 Rio Linda Blvd Rio Linda, CA (95673)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Los Rios Community College District		30,000	3.4547	(0.1190)			\$ 3.3597	\$ 100,791	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Los Rios Community College District Locations		3,000				0.0390		\$ 117	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
American River College - 4700 College Oak Dr., Sacramento (95841)	One - 2,000 (BG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Cosumnes River College - 8401 Center Pkwy, Sacramento (95823)	One - 2,000 (BG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sacramento City College - 3835 Freeport Blvd., Sacramento (95822)	One - 2,000 (BG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Suan Juan Water District		17,000	3.4547	(0.1190)			\$ 3.3597	\$ 57,115	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - San Juan Water District Locations		1,700				0.0390		\$ 66	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corp. Yard - 9935 Auburn Folsom Rd., Granite Bay (95746)					0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Yuba City		5,000	3.4547	(0.1190)			\$ 3.4047	\$ 17,024	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Yuba City Locations		500				0.0590		\$ 30	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
1185 Market Street Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
701 Northgate Drive Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
302 Burns Drive Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75

SACOG
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824 Clark Avenue Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Davis		98,000	3.4547	(0.1190)			\$ 3.3357	\$ 326,899	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Davis Locations						0.0390		\$ 382	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fuel Facility - 1717 Fifth St., Davis (95616)	Two - 10,000 (BG)	9,800							PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
UC Davis		300,000	3.4547	(0.1190)			\$ 3.3357	\$ 1,000,710	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - UC Davis Locations						0.0390		\$ 1,170	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
University of California, Davis One Shields Avenue Davis, CA (95616)	One - 12,000 (BG)	30,000							PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SRCS D		48,400	3.4547	(0.1190)			\$ 3.3357	\$ 161,448	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SRCS D Locations								\$ -	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SRCS D - 8521 Laguna Station Rd., Elk Grove (95758)	One - 3,600 (AG)	4,840							PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Tahoe Public Utilities District		16,000	3.4547	(0.1190)			\$ 3.3947	\$ 54,315	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SRCS D Locations						0.0690		\$ 110	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Tahoe PUD - 875 National Ave, Tahoe Vista, CA 96148	One - 1,000 (AG)	1,600				0.0590			PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Sutter Water District		9,000	3.4547	(0.1190)			\$ 3.3947	\$ 30,552	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential -South Sutter Water District Locations						0.0490		\$ 44	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
		900							

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Fuel Tank Station - 2464 Pacific Avenue, Trowbridge (95659)	(AG)				0.0590				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Placer									PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
		450,000	3.4547	(0.1190)			\$ 3.3847	\$ 1,523,115	
Bobtail Differential - County of Placer PW Locations									PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
		45,000	3.4547			0.0390		\$ 1,755	
Lincoln Corp. Yard - 401 Oak Tree Lane, Lincoln	Two - 1,000 (AG)				0.0490				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County Service Station - 11448 F Ave., Auburn	Two - 8,000 (AG)				0.0490				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Foresthill Yard - 22700 Foresthill Road, Foresthill	One - 1,000 (AG)				0.0490				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Colfax Corp. Yard - 1133 South Auburn Road, Colfax	One - 1,000 (AG)				0.0490				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
CALFIRE/PCFD Alta Station - Corner of Bonny Nook & Ridge Road, Alta	One - 250 (AG)				0.0490				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
CALFIRE/PCFD Sunset West - 1300 Athens Ave., Lincoln	One - 1,000 (AG)				0.0490				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
CALFIRE/PCFD Dry Creek - 8350 Cook Riolo Road, Roseville	One - 500 (AG)				0.0490				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Elk Grove									PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
		142,200	3.4547	(0.1190)			\$ 3.3357	\$ 474,337	
Bobtail Differential - City of Elk Grove Locations									PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
		14,220				0.0390		\$ 555	
Elk Grove Fleet Facility - Elk Grove, CA 95624	One - 12,000 (AG)								PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Town of Truckee									PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
		10,000	3.4547	(0.1190)			\$ 3.3997	\$ 33,997	
Bobtail Differential - Town of Truckee Locations									PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
		1,000				0.0490		\$ 49	
Corp. Yard #1 - 10720 Riverview Dr., Truckee (96161)	One - 2,000 (AG)				0.0640				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Public Service Center - Corp. Yard #2 10969 Stevens Lane, Truckee (96161)	One - 6,000 (AG)				0.0640				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75

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Cosumnes Community Services District		60,000	-	(0.1190)			\$ (0.0950)	\$ (5,700)	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Cosumnes Community Services District		6,000				0.0390		\$ 234	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 71 - 8760 Elk Grove Blvd, Elk Grove	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 72 - 10035 Atkins Dr, Elk Grove	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 74 - 6501 Laguna Park Dr, Elk Grove	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 45 - 229 5th St, Galt	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fleet - 10573 East Stockton Blvd, Elk Grove	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Estimated Invoice Fee Total:									
INVOICE TERMS: 1/2% Days	Total Gallons	5,537,700	Admin Fee:	\$	35,995.05			\$	18,385,200

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Roseville		503,000	3.4350	(0.0890)			\$ 3.3460	\$ 1,683,038	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - City of Roseville Locations		50,300				0.0490		\$ 2,465	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	Two - 10,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Golf Course Maintenance Yard - Diamond Oaks Golf Course 349 Diamond Oaks Rd., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Police/Fire Departments - 401 Oak Street, Roseville	One - 2,000 (BG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Water Treatment Plant - 9342 Barton Road, Roseville	One - 300 (AG) One - 50 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Dry Creek Wastewater Treatment Plant - 1800 Booth Road, Roseville	Two - 500 AG One - 10,000 (BG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Dual Purpose Pump Station - 1401 East Roseville Pkway, Roseville	One - 2,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Westside Tank - 4501 Westpark Dr, Roseville	One - 3,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Fire Station No. 2 - 1398 Junction Blvd., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Fire Station No. 3 - 1300 Cirby Way, Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Fire Station No. 4 - 1900 Eureka Road, Roseville	One - 1,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Fire Station No. 5 - 1565 Pleasant Grove, Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Fire Station No. 6 - 1430 E. Roseville Pkwy., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Fire Station No. 7 - 911 Highland Point Drive, Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Fire Station No. 9 - 2451 Hayden Parkway Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Rocklin		10,000	3.4350	(0.0890)			\$ 3.3460	\$ 33,460	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Rocklin Locations		1,000				0.0490		\$ 49	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Rocklin Corp. Yard - 4081 Alms Ct., Rocklin (95677)	One - 12,000 (AG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Folsom		210,000	3.4350	(0.0890)			\$ 3.3700	\$ 707,700	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCIES INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Bobtail Differential - Folsom Locations		21,000				0.0490		\$ 1,029	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corporation Yard - 1300 Leidesdorff Street, Folsom (95630)	One - 2,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fire Department #35 (2 Section Tank) 535 Glenn Drive, Folsom (95630)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Galt		5,000	3.4350	(0.0890)			\$ 3.3750	\$ 16,875	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Galt Locations		500				0.0490		\$ 25	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corp. Yard Annex - 550 Elm Avenue, Galt (95632)	One - 1,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SMUD		420,000	3.4350	(0.0890)			\$ 3.3850	\$ 1,421,700	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SMUD Locations		42,000				0.0490		\$ 2,058	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Mobile Fuel Truck, ECOC 4401 Bradshaw Road Sacramento, CA 95827	(AG)				0.0390				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
U.S. Highway 40 Pollock Pines, CA 95726	(AG)				0.0640				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
7444 Ice House Road Riverton, CA 95726	(AG)				0.0740				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Sacramento		20,000	3.4350	(0.0890)			\$ 3.3460	\$ 66,920	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Sacramento Locations		2,000				0.0390		\$ 78	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Area Fleet Maintenance Facility 918 Dol Paso Road, Sacramento (95834)	One - 15,000 (AG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Meadowview Fleet Service - 2812 Meadowview Road, Sacramento (95832)	Two - 10,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Kinney Police Facility - 3550 Marysville Blvd., Sacramento (95838)	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sutters Landing - 28th and A Street, Sacramento (95816)	One - 2,000 (AG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 1 - 624 Q Street, Sacramento (95811)					0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 2 - 1229 I Street, Sacramento (95814)					0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 3 - 7208 W. Elkhorn Blvd., Sacramento (95837)					0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCYS INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Water Dept. 35th Ave. Parking - 1395 35th Ave., Sacramento (95822)					0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Sacramento		50,000	3.4350	(0.0890)			\$ 3.3460	\$ 167,300	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - County of Sacramento Locations		5,000				0.0390		\$ 195	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bradshaw 9661 Conservation Road Sacramento, CA 95827	Two - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Area Transfer Station - 4450 Roseville Road North Highlands, CA (95660)	One - 20,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North County Corporation Yard - 5026 Don Julio Blvd. Sacramento, CA 95842	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Regional Treatment Plant (SRWTP) - 8521 Laguna Station Road Elk Grove, CA 95758	One - 4,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Vineyard Surface Water Treatment Plant 10151 Florin Road Sacramento, CA 95829	One - 2,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sacramento Metropolitan Fire District		260,000	-	(0.0890)			\$ (0.0650)	\$ (16,900)	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Sacramento Metropolitan Fire District Locations		26,000				0.0390		\$ 1,014	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fleet - 4425 Dudley Blvd. McClellan, CA (95652)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Logistics - 3012 Gold Canal Dr Rancho Cordova, CA (95670)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 21 - 7641 Greenback Ln Citrus Heights CA (95610)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 23 - 6421 Greenback Lane Citrus Heights, CA (95621)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 22 - 6248 Nut Ave Orangevale, CA (95662)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 25 - 7352 Roseville Rd. Sacramento, CA (95842)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 26 - 8000 Palmerson Drive Antelope, CA (95842)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 29 - 8681 Greenback Ln Orangevale, CA (95662)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 32 - 8890 Roediger Lane Fair Oaks, CA (95628)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 41 - 6900 Thomas Dr N Highlands, CA (95660)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 50 - 8880 Gerber Rd Sacramento, CA (95828)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 55 - 7776 Excelstor Road Sacramento, CA (95829)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO ENBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIG FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Station 58 - 7250 Sloughhouse Rd Elk Grove, CA	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 65 - 11201 Coloma Rd Rancho Cordova, CA (95670)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 66 - 3180 Klgore Rd Rancho Cordova, CA (95670)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 106 - 2200 Park Towne Circle Sacramento, CA (95825)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 109 - 5634 Robertson Ave Carmichael, CA (95608)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 111 - 6609 Rio Linda Blvd Rio Linda, CA (95673)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Elk Grove Unified School District		390,000	3.4350	(0.0890)			\$ 3.3460	\$ 1,304,940	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Elk Grove Unified School District Locations		39,000				0.0390		\$ 1,521	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
8421 Gerber Rd, Sacramento, (95828)	Three - 10,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
8800 Elk Grove Blvd, Elk Grove, (95624)	One - 10,000 (BG) One - 5,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
San Juan Unified School District		200,000	3.4350	(0.0890)			\$ 3.3950	\$ 679,000	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - San Juan Water District Locations		20,000				0.0390		\$ 780	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corp. Yard - 9935 Auburn Folsom Rd., Granite Bay (95746)					0.0490				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Yuba City		5,000	3.4350	(0.0890)			\$ 3.4150	\$ 17,075	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Yuba City Locations		500				0.0590		\$ 30	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
1185 Market Street Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
701 Northgate Drive Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
302 Burns Drive Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
824 Clark Avenue Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
795 Lincoln Road Yuba City, (95991)	One - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
150 Ohleyer Road Yuba City, (95993)	One - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
2855 Butte House Road Yuba City, (95993)	One - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPGIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCIES INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Davis		23,000	3.4350	(0.0890)			\$ 3.4050	\$ 78,315	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Davis Locations		2,300				0.0390		\$ 90	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fuel Facility 1717 Fifth St., Davis (95616)	One - 2,500 (BG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Placerville		4,400	3.4350	(0.0890)			\$ 3.3460	\$ 14,722	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - City of Placerville Locations		440				0.0490		\$ 22	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Elk Grove Fleet Facility - Elk Grove, CA 95624	One - 12,000								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Tahoe Public Utilities District		11,000	3.4350	(0.0890)			\$ 3.4050	\$ 37,455	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SRCSD Locations		1,100				0.0690		\$ 76	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Tahoe PUD - 875 National Ave, Tahoe Vista, CA 96148	One - (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SRCSD		7,500	3.4350	(0.0890)			\$ 3.3850	\$ 25,388	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SRCSD Locations		750				0.0490		\$ 37	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SRCSD - 8521 Laguna Station Rd., Elk Grove (95758)	One - 3,600 (AG)				0.0390				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Placer County Water Agency		50,437	3.4350	(0.0890)			\$ 3.4050	\$ 171,738	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Placer County Water Agency Locations		5,044				0.0490		\$ 247	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
PCWA Corp. Yard - 498 Wasidu Dr., Auburn (95603)	One - 1,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
PCWA Business Center Campus - 185 Ferguson Rd., Auburn (95603)	One - 500 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
PCWA Foresthill Facility Center - 5825 Sunset Dr., Foresthill (95631)	One - 1,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
PCWA Ralston Site 9600 Blacksmith Flat Rd., Foresthill (95631)	One - 500 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
PCWA French Meadows Site Northwest Side of Hell Hole Reservoir, Foresthill (95631)	One - 2,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Placer		292,000	3.4350	(0.0890)			\$ 3.4050	\$ 994,260	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Bobtail Differential - County of Placer PW Locations		29,200				0.0490		\$ 1,431	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Lincoln Corp. Yard - 401 Oak Tree Lane, Lincoln	Two - 1,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County Service Station - 11448 F Ave., Auburn	One - 8,000 (AG)				0.0490				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Foresthill Yard - 22700 Foresthill Road, Foresthill	Two - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Colfax Corp. Yard - 1133 South Auburn Road, Colfax	Two - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Tahoe Corp. Yard - 2501 North Lake Blvd., Tahoe City	Two - 3,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Truckee Service Station - 910 Cabin Creek Road, Truckee	One - 4,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SMD #1 - 11755 Joeger Road, Auburn	One - 1,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Truckee Road Yard - 745 Cabin Creek Road, Truckee	One - 6,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Town of Truckee		120,000	3.4350	(0.0890)			\$ 3,4100	\$ 409,200	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Town of Truckee Locations		12,000				0.0490		\$ 588	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Tahoe/Donner Yard 14528 Northwoods Blvd., Truckee (96161)	One - 6,000 (AG)				0.0640				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corp. Yard #1 10720 Riverview Dr., Truckee (96161)	Two - 3,000 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Public Service Center - Corp. Yard #2 10969 Stevens Lane, Truckee (96161)	Two - 7,000 (AG)				0.0640				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Butte		147,100	-	(0.0890)			\$ (0.0400)	\$ (5,149)	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - County of Butte Locations		14,710				0.0490			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Neal Road Landfill - 1023 Neal Road, Paradise (95969)	One - 1,200 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Public Works Corp Yard - 9 County Center Drive, Oroville (95965)	One - 8,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Paradise Public Works Corp Yard - 5912 Almond Street, Paradise 95969	One - 1,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Citrus Heights Water District		6,600	-	(0.0890)			\$ (0.0350)	\$ (231)	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - CHWD Locations		660				0.0490		\$ 32	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Corp Yard - 6230 Greenback Lane, Citrus Heights	One - 1,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
					Estimated Invoice Fee Total:				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
INVOICE TERMS:	1/25 20 Days		2,735,037	Admin Fee:	\$	17,777.74		\$ 7,823,918	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category C - Red-Dyed Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29TH, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon (excluding taxes)	EXT PRICE (including expected taxes)	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
County of Placer		22,000	3.4400	(0.0840)			\$ 3.415	\$ 75,130	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - County of Placer		2,200				0.0399		\$ 88	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Finance/Administration Bldg. (FAB) Dewitt Center 2950 Richardson Drive, Auburn	One - 1,500 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Building 210 - Dewitt Center 2819 Second St., Auburn	One - 50 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Auburn Main Jail and Kitchen-Dewitt Center 2775 Richardson Drive, Auburn	One - 500 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Juvenile Detention - Dewitt Center 11280 B Avenue, Auburn	One - 100 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bldg. 501 Communications/IT - Dewitt Center 11295 B Avenue, Auburn	One - 900 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Health & Human Services Bldg Lab - Dewitt 11475 C Avenue, Auburn	One - 200 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Auburn Justice Center (Main Unit) - Dewitt 2929 Richardson Drive, Auburn	Two - 1,400 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Auburn Justice Center (Small Unit) - Dewitt 2929 Richardson Drive, Auburn	One - 50 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Cirby Hills Facility 101 Cirby Hills Drive, Roseville	One - 500 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Placer Justice Center Bldg. B 10810 Justice Center Drive, Roseville	One - 400 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Placer Adult Correctional Facility 10801 Go For Broke Road, Roseville	Three - 1,333 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Sutter Water District		4,300	3.4400	(0.0840)			\$ 3.415	\$ 14,685	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - South Sutter Water District Locations		430				0.0590		\$ 25	AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fuel Tank Station - 2464 Pacific Avenue, Trowbridge (95659)					0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SRCS D		60,000	3.4400	(0.0840)			\$ 3.405	\$ 204,300	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SRCS D Locations		6,000				0.0490		\$ 294	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SRCS D - 8521 Laguna Station Rd., Elk Grove (95758)	One - 4,500 (AG)				0.0490				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Roseville		30,000	3.4400	(0.0840)			\$ 3.395	\$ 101,850	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Roseville Locations		3,000				0.0390		\$ 117	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Pleasant Grove Wastewater Treatment Plant - 5051 Westpark Dr, Roseville	Two - 10,000 (AG)				0.0390				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Power Plant - 2155 Nicoles Drive, Rocklin	Two - 300 (AG)				0.0390				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Roseville Energy Park - 5120 Phillip Rd, Roseville	One - 1,500 (AG) One - 290 (AG)				0.0390				PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Yuba-Sutter transit Authority		280,000	3.4400	(0.0840)			\$ 3.356	\$ 939,680	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - Yuba-Sutter Transit Authority Locations		28,000				0.0690		\$ 1,932	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Corp. Yard - 2100 B Street, Marysville (95901)	One - 12,000 (AG)								PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

C - Red Dye Diesel

Category C - Red-Dyed Diesel #2 Margh	INVOICE TERMS:	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY WAGE AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29TH, 2019	BIDDERS MARGIN	DELIVERY POINT DIFFERENTIAL	MONTHLY DIFFERENTIAL	Estimated Price Per Gallon (excluding taxes)	EST PRICE (including expected taxes)	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
		1/28 20 days								PER GALLON: Federal L.U.S.T. @ Superfund Tax: \$0.00314 // CA AB32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$157.75
		Total Gallons:	376,300		Admin Fee: \$	2,575.95			\$ 1,338,101	PER GALLON: Federal L.U.S.T. @ Superfund Tax: \$0.00314 // CA AB32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$157.75

E - Ethanol E85

Category E - Ethanol E-85 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE 15% CBOT & 85% ETHANOL- SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIG FOR APRIL 29th, 2018	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Sacramento		50,000	-				\$ -	\$ -	AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - City of Sacramento Locations		5,000						\$ -	PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Kinney Police Facility 3550 Marysville Blvd., Sacramento (95838)	One - 5,000 (BG)								PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Rooney Police Substation - 5303 Franklin Blvd., Sacramento (95820)	Two - 3,000 (BG)								PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Richards Police Facility - 300 Richards Blvd., Sacramento (95811)	One - 4,000 (AG)								PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sacramento Marina 270 Marina View Drive Sacramento (95818)	One - 4,000 (AG)								PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SMUD		100,000	-				\$ -	\$ -	INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SMUD Locations		10,000						\$ -	INVOICE: Regulatory Compliance Fee: \$15.75
Mobile Fuel Truck, ECOC 4401 Bradshaw Road Sacramento, CA 95827	XX - X,XXX (XX)								PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
INVOICE TERMS:									PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
	Total Gallons:	150,000	Admin Fee:	\$ 975.00			CATEGORY E TOTAL:	\$ -	PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Category H - Cardlock	DIL SPECIFICATION	UDM	EST. ANNUAL USAGE	Bidder's Location and Operating Schedule	Voyager Comdata or Wright Express Credit Card Compatibility? (enter all compatible times or state "none")	INDICATE THE UNLEADED (#7) SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2019	INDICATE THE DIESEL SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th 2019	INDICATE THE DIESEL #2 RED-DYED SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	INDICATE THE 15% C80T & 85% ETHANOL SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	Bidder's Margin	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
County of Sutter			TOTAL CARDS	270		\$ 3.4547	\$ 3.4350	\$ 3.4400	\$ 3.4350				
Various	Diesel	GAL	3,950	Location Schedule	YES					0.10	\$ 3.535	\$ 13,963	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Various	Unleaded	GAL	132,550	Location Schedule	YES					0.10	\$ 3.555	\$ 471,175	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of El Dorado			TOTAL CARDS	385									
Various	Diesel	GAL	15,729	Location Schedule	YES					0.10	\$ 3.535	\$ 55,602	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Various	Unleaded	GAL	182,732	Location Schedule	YES					0.10	\$ 3.555	\$ 649,557	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Various	Diesel #2 - Red-Dyed	GAL	6,409	Location Schedule	YES					0.10	\$ 3.540	\$ 22,688	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Yuba			TOTAL CARDS	75									
Various	Diesel	GAL	800	Location Schedule	YES					0.10	\$ 3.535	\$ 2,828	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Various	Unleaded	GAL	22,173	Location Schedule	YES					0.10	\$ 3.555	\$ 78,818	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of Yolo			TOTAL CARDS	385									
Various	Diesel	GAL	15,729	Location Schedule	YES					0.10	\$ 3.535	\$ 55,602	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	182,732	Location Schedule	YES					0.10	\$ 3.555	\$ 649,557	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
Various	Diesel #2 - Red-Dyed	GAL	6,409	Location Schedule	YES					0.10	\$ 3.540	\$ 22,688	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
County of Nevada			TOTAL CARDS	200									
Various	Diesel	GAL	89,000	Location Schedule	YES					0.10	\$ 3.535	\$ 314,615	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	163,000	Location Schedule	YES					0.10	\$ 3.555	\$ 579,416	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
County of Amador			TOTAL CARDS	200									
Various	Diesel	GAL	23,000	Location Schedule	YES					0.10	\$ 3.535	\$ 81,305	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	81,000	Location Schedule	YES					0.10	\$ 3.555	\$ 287,931	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
SMUD			TOTAL CARDS	600									

Category H - Cardlock	OIL SPECIFICATION	UOM	EST. ANNUAL USAGE	Bidder's Location and Operating Schedule	Voyager Cardlock or Wright Express Credit Card Compatibility (enter all compatible times or state "none")	INDICATE THE UNLEADED (87) SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2019	INDICATE THE DIESEL SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2019	INDICATE THE DIESEL #2 RED-DYED SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	INDICATE THE 15% CBOT & 85% ETHANOL SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	Bidder's Margin	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
						\$ 3,4547	\$ 3,4350	\$ 3,4400	\$ 3,4350				
Various	Diesel	GAL	60,000	ocation Schedule	YES					0.10	\$ 3,535	\$ 212,100	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	210,000	ocation Schedule	YES					0.10	\$ 3,555	\$ 746,487	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
Various	E85	GAL	100,000	ocation Schedule	YES					0.10	\$ 3,535	\$ 353,500	PER GALLON: Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
Town of Loomis													
		TOTAL CARDS	35										
Various	Diesel	GAL	3,000	ocation Schedule	YES					0.10	\$ 3,535	\$ 10,605	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	5,000	ocation Schedule	YES					0.10	\$ 3,555	\$ 17,774	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
Various	Diesel #2 - Red-Dyed	GAL	2,000	ocation Schedule	YES					0.10	\$ 3,540	\$ 7,080	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
City of Placeville													
		TOTAL CARDS	49										
Various	Unleaded	GAL	26,500	ocation Schedule	YES					0.10	\$ 3,555	\$ 94,200	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
City of Woodland													
		TOTAL CARDS	268										
Various	Diesel	GAL	20,000	ocation Schedule	YES					0.10	\$ 3,535	\$ 70,700	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	80,000	ocation Schedule	YES					0.10	\$ 3,555	\$ 284,376	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
Various	Diesel #2 - Red-Dyed	GAL	20,000	ocation Schedule	YES					0.10	\$ 3,540	\$ 70,800	PER GALLON: Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
City of Lincoln													
		TOTAL CARDS	160										
Various	Diesel	GAL	30,000	ocation Schedule	YES					0.10	\$ 3,535	\$ 106,050	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	40,000	ocation Schedule	YES					0.10	\$ 3,555	\$ 142,188	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
San Juan Unified School District													
		TOTAL CARDS	159										
Various	Diesel	GAL	200,000	ocation Schedule	YES					0.10	\$ 3,535	\$ 707,000	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	30,000	ocation Schedule	YES					0.10	\$ 3,555	\$ 106,641	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
City of Yuba City													
		TOTAL CARDS	300										
Various	Diesel	GAL	10,000	ocation Schedule	YES					0.10	\$ 3,535	\$ 35,350	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452
Various	Unleaded	GAL	60,000	ocation Schedule	YES					0.10	\$ 3,555	\$ 213,282	PER GALLON: California Gas Excise Tax: \$0.596 // Federal L.U.S.T & Superfund Tax: \$0.00314 // CA AB#32: \$0.00298
INVOICE TERMS:	1/25, 20 Days				Yes								
Total Gallons:			390,619				Admin Fee:	\$ 2,539.02				\$ 6,463,879	

Renewable Diesel	Bulk Fuel Storage (# of Tanks) - (Gallons)	Est. Annual Usage	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE ULS DIESEL #2 PRICE REPORTED BY OPIs FOR June 22, 2018.	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOSTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCYS INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
County of Sacramento		500,000	3.4350	(0.2290)			\$ 3.2500	\$ 1,603,000	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - County of Sacramento Locations						0.0440			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bradshaw 9661 Conservation Road Sacramento, CA 95827	Two - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Area Transfer Station 4450 Roseville Road North Highlands, CA 95660	One - 20,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Kiefer Landfill 12701 Kiefer Blvd. Sacramento, CA 95683									PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
City of Sacramento		560,000	3.4350	(0.2290)			\$ 3.2500	\$ 1,795,360	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - City of Sacramento Locations						0.0440			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	One - 15,000 (AG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Meadowview Fleet Service 2812 Meadowview Road, Sacramento (95832)	Two - 10,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Kinney Police Facility - 3550 Marysville Blvd., Sacramento (95838)	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sutters Landing - 28th and A Street, Sacramento (95816)	One - 2,000 (AG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 1 624 Q Street, Sacramento (95811)						0.0240			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 2 1229 I Street, Sacramento (95814)						0.0240			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Engine House No. 3 7208 W. Elkhorn Blvd., Sacramento (95837)						0.0240			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Water Dept. 35th Ave. Parking 1395 35th Ave., Sacramento (95822)						0.0240			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SMUD		260,000	-	(0.2290)			\$ (0.1850)	\$ (53,300)	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - SMUD Locations						0.0440			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Mobile Fuel Truck, ECOC 4401 Bradshaw Road Sacramento, CA 95827	One - 1,200 (AG)					0.0240			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
U.S. Highway 40 Pollock Pines, CA 95726	Two - 6,000 (BG)					0.0640			PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

7444 Ice House Road Riverton, CA 95726	One - 4,000 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
UC Davis									
		100,000	3,4350	(0.2290)			\$ 3,2060	\$ 320,600	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - UC Davis Locations									
University of California, Davis - One Shields Avenue Davis, CA (95616)	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
County of San Joaquin									
		475,000	3,4350	(0.2290)			\$ 3,2060	\$ 1,522,850	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - County of San Joaquin Locations									
Public Works - 1810 E Hazelton Ave, Stockton, (95205)	One - 15,000 (BG)								PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Sheriff - 7000 Michael N Canlis Blvd, French Camp, (95231)	One - 6,000 (BG)				0.0340				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Stockton Airport - 7422 S Lindbergh, Stockton, (95206)	One - 1,000 (AG) One - 500 (AG)				0.0640				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Ag Center - 2101 E Earhart Ave, Stockton, (95206)	One - 2,000 (AG)				0.0640				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
SJ General Hospital - 500 W Hospital Dr, French Camp, (95231)	One - 500 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Micke Grove Park - 11793 N Micke Grove Rd, Lodi, (95240)	One - 500 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Oak Grove Park - 4520 W B Mile Rd, Stockton, (95209)	One - 500 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Cosumnes Community Services District									
		85,000		(0.2290)			\$ (0.1850)	\$ (14,875)	PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Bobtail Differential - CCSD Locations									
Station 71 - 8760 Elk Grove Blvd, Elk Grove	One - 1,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 72 - 10035 Atkins Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 73 - 9607 Bond Rd, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 74 - 6501 Laguna Park Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 75 - 2300 Maritme Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 76 - 8545 Sheldon Rd, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Station 77 - 8350 Poppy Ridge Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75

Station 45 - 229 5th Street, Galt	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
Fleet - 10573 East Stockton Blvd, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75
PER GALLON: California Diesel Excise Tax: \$0.454 // Federal L.U.S.T. & Superfund Tax: \$0.00314 // CA AB#32: \$0.00452 // PER INVOICE: Regulatory Compliance Fee: \$15.75									
				Estimated Invoice Fee Total:					
		Total Gallons:	1,980,000	Admin Fee:	\$ 12,870.00			\$ 1,828,575	

EXHIBIT B

LEVINE ACT DISCLOSURE STATEMENT AND GOVERNMENT CODE 1090

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

The following is a listing of all SACOG Board of Directors and Alternates, for 2024 as of 2/8/24:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Tim Schaefer
Gary Bradford	Jill Gayaldo	Suzanne Jones	Darren Suen
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Angela Teter
Pamela Bulahan	Martha Guerrero	Mike Kozlowski	Wendy Thomas
Trinity Burruss	Shon Harris	Jesse Loren	Mal Vang
Josh Chapman	Bruce Houdesheldt	Rich Lozano	Mayra Vega
Rich Desimond	Pat Hume	David Sander	Oscar Villegas
Alice Dowdin Calvillo	Rick Jennings	Michael Saragosa	

SACOG Alternate Directors:

Dan Flores	None	Bonnie Gore	Bret Daniels
Don Blaser	Bill Halldin	Patrick Kennedy	Bobbie Singh-Allen
Bruce Buttacavoli	Jeremy Chapdelaine	David Ring	Rick West
None	Dawnte Early	Sarah Aquino	Lori Parlin
Caroline McCully	Marc Boomgaarden	Bill Biasi	Eric Guerra
Will Arnold	Krista Bernasconi	Kevin Papineau	Tania Garcia Cadena
None	Eric Guerra	Donald Terry	Angel Barajas
Rachel Radell-Harris	Holly Andreatta	John Clerici	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?


YES NO If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

YES NO If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

6/14/2024
 (DATE)


 (SIGNATURE OF AUTHORIZED OFFICIAL)

Brad McGhee - Sales Manager
 (PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL)

Hunt & Sons, LLC
 (PRINT LEGAL NAME OF ENTITY)

Government Code 1090 Disclosure

California Government Code Section 1090 prohibits public officials from having an economic interest in their agencies' contracts. This prohibition applies to elected and appointed officials as well as their alternates, the public agency's employees, or consultants participating in any way in the development or approval of the contract.

Accordingly, SACOG requires that all proposer's affirm that no SACOG Director, Alternate Director, or SACOG Employee, has an economic interest in the proposer's entity. Failure to disclose a financial interest subject to Government Code Section 1090 may result in any contract entered into with SACOG being void.

The following is a listing of all SACOG Directors and Alternates:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Tim Schaefer
Gary Bradford	Jill Gayaldo	Suzanne Jones	Darren Suen
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Angela Teter
Pamela Bulahan	Martha Guerrero	Mike Kozlowski	Wendy Thomas
Trinity Burruss	Shon Harris	Jesse Loren	Mal Vang
Josh Chapman	Bruce Houdesheldt	Rich Lozano	Mayra Vega
Rich Desmond	Pat Hume	David Sander	Oscar Villegas
Alice Dowdlin Calvillo	Rick Jennings	Michael Saragosa	

SACOG Alternate Directors:

Dan Flores	None	Bonnie Gora	Bret Daniels
Don Blaser	Bill Halldin	Patrick Kennedy	Bobble Singh-Allen
Bruce Buttacavoli	Jeremy Chapdelaine	David Ring	Rick West
None	Davnte Early	Sarah Aquino	Lori Parlin
Caroline McCully	Marc Boonsgaarden	Bill Biasi	Eric Guerra
Will Arnold	Krista Bonasconi	Kevin Papineau	Tania Garcia Cadena
None	Eric Guerra	Donald Terry	Angel Barajas
Rachel Radell-Harris	Holly Andreatta	John Clerici	

I affirm that none of the abovementioned individuals have a financial interest in

Hunt & Sons, LLC

(Print Legal Name of Entity)


Signature of Authorized Official

Brad McGhee

Print Name

Sales Manager

Title

EXHIBIT D

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds;

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;


(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this 14th day of June, 2024

By  _____
Authorized Signature for Contractor

Brad McGhee - Sales Manager
Printed Name and Title

Hunt & Sons, LLC
Contractor Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

5725 Alder Ave
Address

Sacramento, CA 95829
City/State/Zip Code

(209) 345-8062 // bmcghee@huntinsonsllc.com
Area Code/Telephone Number and E-Mail Address

EXHIBIT E
FORM OF PARTICIPATING AGENCY SUB AGREEMENT

JOINT FUEL PROCUREMENT
SUB-AGREEMENT
between
CONTRACTOR and PARTICIPATING AGENCY

This FUEL PROCUREMENT AGREEMENT ("Agreement"), is made and entered into on [Enter Effective Date of Agreement upon execution], by and between **[PARTICIPATING AGENCY]**, [describe form of entity] (hereinafter "Participating Agency"), and HUNT & SONS LLC, a Delaware limited liability company (hereinafter "Contractor or "Consultant").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with the Contractor, dated [date entered upon execution of joint procurement agreement], to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to the Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay the Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements. Choose one of the following:

- a. Contractor shall obtain and maintain the insurance required under section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as additional insured thereunder.
- b. [If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.]

5. [Insert any other special terms and conditions]

6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving the Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested to Contractor at the address set forth next to its signature, below.

7. Project Manager:

The Participating Agency's project manager for this Agreement is **Project Manager** unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Project Manager, Title

Participating Agency

Address

Address

Telephone:

Email:

Contractor's project manager for this Agreement is **Brad McGhee**. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Brad McGhee, Sales Manager
Hunt & Sons LLC
5725 Alder Avenue
Sacramento, CA 95829
Telephone: (209) 345-8062
Email: bmcghee@huntsonslc.com

(Signature Page to Follow)

Contract #: CT250004
Funding Source: Local Agencies
Project Code: SAC135

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF
THE DATE HEREIN ABOVE APPEARING:

[PARTICIPATING AGENCY]:

NAME OF AUTHORIZED SIGNATORY

Title

HUNT & SONS LLC

BRAD MCGHEE
Sales Manager

EXHIBIT F
CERTIFICATION OF RESTRICTIONS ON LOBBYING
CERTIFICATION OF RESTRICTIONS ON LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

I, Brad McGhee, Sales Manager, hereby certify on
(name and title of official)
behalf of Hunt & Sons, LLC. that;
(name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement resulting from this RFP shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 14th day of June

By


(Signature of authorized official)

Sales Manager

(Title of authorized official)

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

**JOINT FUEL PROCUREMENT
SUB-AGREEMENT
between
CONTRACTOR and PARTICIPATING AGENCY**

This FUEL PROCUREMENT AGREEMENT ("Agreement"), is made and entered into on **September 1, 2024**, by and between the **Sacramento Metropolitan Fire District**, a political subdivision of the State of California (hereinafter "Participating Agency" or "District"), and **HUNT & SONS, INC.**, a California corporation (hereinafter "Contractor or "Consultant").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with the Contractor, dated August 23, 3024 to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to the Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay the Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements:

Contractor shall furnish to the District a certificate evidencing insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the District prior to the commencement of any services. Please note,

the required coverages outlined below shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the District.

GENERAL LIABILITY - shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- General Liability: \$2,000,000
- Products Comp/Op Aggregate: \$2,000,000
- Personal & Adv. Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage: \$100,000

AUTOMOBILE LIABILITY

- Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

WORKERS COMPENSATION

- The policy shall be endorsed to waive the insurer's subrogation rights against the District.
- Per statute
- \$1,000,000 per accident for each accident
- \$1,000,000 for disease

EMPLOYER'S LIABILITY

- \$1,000,000 per accident for bodily injury or disease.

PROFESSIONAL LIABILITY

- Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

ADDITIONAL INSURED

- The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to District, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the District to be given 30 days prior written notice of cancellation and 30 days written notice of any material change(s) requested by the policy holder of said insurance policies. The Contractor shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within 10 business days of any expiration date(s) thereof during the life of the Agreement.

The District will not be responsible for any deductible that may apply in any of the said insurance policies.

The District's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the Contractor.

CERTIFICATES ARE TO BE SENT TO:

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372

Or

purchasing@metrofire.ca.gov

5. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving the Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested to Contractor at the address set forth next to its signature, below.

6. Project Manager:

The Participating Agency's project manager for this Agreement is **Mark Siebert** unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Mark Siebert, Logistics Manager
Sacramento Metropolitan Fire District
3012 Gold Canal Dr.
Rancho Cordova, CA 95670
Telephone: (916) 859-4361
Email: siebert.mark@metrofire.ca.gov

Contractor's project manager for this Agreement is **Josh Hunt**. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Josh Hunt, CEO
Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, CA 95829
Telephone: (916) 383-4868
Email: jhunt@huntns.com

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF
THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO METROPOLITAN FIRE DISTRICT

Adam A. House
Fire Chief

HUNT & SONS, INC.

JOSHUA HUNT
Chief Executive Officer



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: Resolution Adopting the Fiscal Year 2024/25 Appropriations Limit Schedule

TOPIC

A resolution has been prepared establishing an appropriation limit for Fiscal Year 2024/25 in the amount of \$452,663,227. Staff recommends approval of the proposed resolution.

SUMMARY

State law requires that every government entity in California prepare calculations each fiscal year of the entity's maximum allowed appropriations. The formula used to make these calculations involves adjusting the entity's previous "Gann limit" by incorporating changes to population and per capita income. These factors are provided by the State Department of Finance. A governmental entity is not permitted to spend more than its calculated Gann limit.

DISCUSSION

Based upon staff calculations, the District's Gann limit for FY 2024/25 is \$452,663,227 which represents an increase of \$14,587,908 when compared to the FY 2023/24 Gann limit of \$438,075,319. This increase is due to a 3.62% increase in per capita income statewide, slightly offset by 0.28% average decrease in the population of the cities and unincorporated area within the District. Calculation details can be found in the attached schedule.

FISCAL IMPACT

There is no fiscal impact. The District's FY 2024/25 proposed operating budget subject to the limit is well below the \$452,663,227 set by the Gann limit.


RECOMMENDATION

Adopt resolution approving the appropriation (Gann) limit for Fiscal Year 2024/25.

Submitted by:

Dave O'Toole
Dave O'Toole
Chief Financial Officer

Approved by:


Adam A. House
Fire Chief

ATTACHMENTS:

- Attachment 1: Fiscal Year 2024/25 Gann Limit Calculation Schedule
- Attachment 2: Resolution Adopting the Fiscal Year 2024-25 Appropriations Limit Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FISCAL YEAR 2024/25 APPROPRIATIONS LIMIT SCHEDULE

WHEREAS, , the voters of the State of California on November 6, 1979 added Article XIII B to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, Article XIII B provides that the Appropriations Limit for Fiscal Year 2024/25 is calculated by adjusting the base year appropriations limit of Fiscal Year 2023/24 for changes in the per capita income and regional population factors prepared by the State of California's Office of the Department of Finance, calculations of which are provided in the attached Board Report and, by this reference, incorporated herein; and

WHEREAS, the District has complied with the provisions of Article XIII B of the State Constitution and Section 7900 et seq. of the Government Code in determining the appropriations limit for the earliest affected Fiscal Year 1978/79.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby approve that the Appropriations Limit in Fiscal Year 2024/25 shall be \$452,663,227, as set forth in the attached **Exhibit "A."**

PASSED, APPROVED AND ADOPTED this 12th day of September 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

RESOLUTION NO. 2024-XXX

Page 2

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:

Exhibit A: Fiscal Year 2024/25 Gann Limit Calculation Schedule



GANN LIMIT CALCULATION FY2024/25

FISCAL YEAR:	FY2024/25	FY2023/24	FY2022/23	FY2021/22
A PER CAPITA INCOME CHANGE *	1.0362	1.0444	1.0755	1.0573
B POPULATION CHANGE *	0.9972	0.9955	0.9938	1.0036
C CALCULATION OF FACTOR (A x B):	1.0333	1.0397	1.0688	1.0611
D PRIOR YEAR GANN LIMIT:	\$ 438,075,319	\$ 421,347,811	\$ 394,225,123	\$ 371,524,949
E GANN LIMIT ON APPROPRIATIONS FOR FISCAL YEAR (C x D):	\$ 452,663,227	\$ 438,075,319	\$ 421,347,811	\$ 394,225,123

* Per California State Department of Finance



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: Purchase Approval – Personal Protective Equipment

TOPIC

Staff requests approval from the Board of Directors for the purchase of structural firefighting turnouts for Fire Academy Class 24-2 from Municipal Emergency Services, Inc. (MES) utilizing Sourcewell cooperative contract #010424-MES. Additionally, staff seeks Board approval for the continued utilization of this contract for future turnout purchases.

BACKGROUND

In 2022, the Board approved the purchase of turnouts from MES for recruit Academy class 22-1 using Sourcewell contract #032620-MES. That cooperative contract has expired, however, earlier this year, Sourcewell issued a new Request for Proposals (RFP) for Firefighting Personal Protective Equipment. As a result of this RFP, MES was awarded contract #010424-MES. This current contract will expire March 27, 2028.

DISCUSSION

In an effort to maintain compliance with NFPA 1851 standards, the Safety Division wishes to utilize Sourcewell contract #010424-MES to fulfill the Sacramento Metropolitan Fire District's (District) ongoing need to purchase replacement turnouts for those that are beyond repair or have reached their 10-year lifespan, in addition to the turnouts that will be needed for future fire academies. Sourcewell is a State of Minnesota local government unit and service cooperative that facilitates competitive public solicitations and contract award processes for the benefit of its 50,000+ participating entities across the United States and Canada. Cooperative purchasing provides participating agencies increased administrative efficiencies and the power of combined purchasing volume that results in overall cost savings. Purchasing has reviewed the documents from Sourcewell in relation to agreement #010424 and has confirmed the District may utilize this cooperative agreement.


FISCAL IMPACT

The proposed cost for the Academy 24-2 structural firefighting turnouts is \$221,027.75. This cost is included in the District FY 2024/2025 Final Budget, however, the District will receive an approximate savings of \$18,000 if this order is placed at the same time as the District's purchase of the MMP Fire-Dex TECGEN51 garments that was previously approved at the August 8, 2024 Board meeting.

RECOMMENDATION

Staff recommends that the Board authorize the current purchase of structural firefighting turnouts from MES using Sourcewell contract #010424-MES, in addition to authorizing the continued utilization of this contract for future purchases until the contract expires or is terminated. Future purchases will be contingent upon the Board approving the appropriation of funds in the budget for such purchases.

Submitted by:


Anthony Peck (Sep 5, 2024 13:07 PDT)
Name Anthony Peck
Out-of-Class Assistant Chief Health
Wellness and Safety

Approved by:


Michael Johnson (Sep 5, 2024 14:29 PDT)
Name Michael Johnson
Out-Of-Class Deputy Chief
Admin



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE
Fire Chief

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: ARFF Agreement – McClellan Business Park, LLC

TOPIC

Request to authorize the execution of a new agreement with McClellan Business Park, LLC for aircraft rescue and firefighting services at McClellan Airport.

BACKGROUND

Since 2000, the Sacramento Metropolitan Fire District (District) has provided aircraft rescue and firefighting (ARFF) services at McClellan Airport (MCC), to support the needs of a United States Coast Guard (USCG) Air Station located at MCC. The current agreement to provide ARFF services was approved by the Board of Directors on August 11, 2022. The agreement is between the District and McClellan Business Park, LLC (MBP), in performance of an agreement between MBP and the USCG for airfield operations and management services and ARFF services. The term of the District's current agreement with MBP will expire on September 15, 2024.

DISCUSSION

The USCG and MBP have recently executed a new agreement for airfield operations, management, and ARFF services (2024 AIRSTA Agreement), with a one-year term effective September 16, 2024, and two one-year options to extend. MBP desires to continue subcontracting ARFF services to the District in performance of their new agreement with the USCG.

The District and MBP have negotiated a new ARFF agreement that remains materially similar to past agreements, while addressing certain terms related to minimum staffing requirements as well as the transition to PFAS-free firefighting foam.

FISCAL IMPACT

The District's total anticipated cost to provide ARFF services in performance of the agreement is \$4,425,017 in year one, \$4,374,356 in year two, and \$4,530,785 in year three. The proposed agreement reflects a 100% reimbursement of this cost, including one-time costs in year one associated with the transition to PFAS-free firefighting foam to meet federal and state mandates.

RECOMMENDATION

Staff recommends the Board adopt a resolution to delegate authority to the Fire Chief or his designee to execute and administer an agreement with McClellan Business Park, LLC for providing aircraft rescue and firefighting services at McClellan Airport.

Submitted by:



Erin Castleberry, Administrative Analyst
Planning and Development

Approved by:



Jeff Frye, Chief Development Officer
Planning and Development

ATTACHMENTS:

- Attachment 1: Resolution Authorizing the Execution of an Agreement with McClellan Business Park, LLC for Aircraft Rescue and Firefighting Services at McClellan Airport
- Attachment 2: Agreement for McClellan Airport Aircraft Rescue and Firefighting Services



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MCCLELLAN BUSINESS PARK, LLC FOR AIRCRAFT RESCUE AND FIREFIGHTING SERVICES AT MCCLELLAN AIRPORT

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, McClellan Business Park, LLC ("MBP") owns and operates McClellan Airport ("MCC") and the United States Coast Guard ("USCG") operates at MCC; and

WHEREAS, the District currently provides aircraft rescue and firefighting ("ARFF") services at MCC as a subcontractor to MBP in performance of an agreement between MBP and USCG; and

WHEREAS, the term of the existing agreement expires on September 15, 2024; and

WHEREAS, USCG determined it is in its best interest to release a new Request for Proposals ("RFP") for Airfield Operations and Management Services and Aircraft Rescue & Firefighting Services at MCC; and

WHEREAS, MBP desires to subcontract with the District to provide the ARFF services contemplated in the RFP should MBP secure the USCG contract award.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby delegate authority to the Fire Chief or his designee to execute and administer an agreement with McClellan Business Park, LLC for aircraft rescue and firefighting services at McClellan Airport.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

**AGREEMENT FOR MCCLELLAN AIRPORT
AIRCRAFT RESCUE AND FIREFIGHTING SERVICES**

THIS AGREEMENT, is made and entered into this 13th day of September 2024, by and between **MCCLELLAN BUSINESS PARK, LLC**, a Delaware limited liability company (hereinafter MBP), and the **SACRAMENTO METROPOLITAN FIRE DISTRICT**, an independent special district duly authorized and existing under the laws of the State of California (hereinafter METRO FIRE), and are hereinafter collectively referred to as the “Parties.”

WHEREAS, in 2022 MBP and United States Coast Guard (USCG) entered into an agreement for Airfield Operation and Management Services and Air Rescue and Fire Services for USCG Air Station at McClellan Airport (2022 AIRSTA Agreement); and

WHEREAS, MBP entered into an agreement with METRO FIRE to provide aircraft rescue and firefighting (ARFF) services at McClellan Airport (ARFF Agreement) in performance of the 2022 AIRSTA Agreement; and

WHEREAS, the term of the ARFF Agreement is concurrent with the term of the AIRSTA Agreement, which terminates on September 15, 2024; and

WHEREAS, USCG determined it’s in its best interest to release a new solicitation for Airfield Operation and Management Services and Aircraft Rescue and Firefighting Services (2024 USCG RFP); and

WHEREAS, the anticipated term in the 2024 USCG RFP is one year effective September 16, 2024 with two one-year option periods; and

WHEREAS, MBP intends to submit a response to the 2024 USCG RFP to provide the services requested; and

WHEREAS, MBP desires to subcontract with METRO FIRE to provide the Aircraft Rescue and Firefighting Services contemplated in the 2024 USCG RFP and an updated agreement between the Parties is necessary; and

WHEREAS, time is of the essence and it is the intent of the Parties to have this updated agreement in place if and when the USCG makes the award to MBP; and

WHEREAS, METRO FIRE is authorized to enter into such a contract for services pursuant to Health and Safety Code Section 13862; and

WHEREAS, within the Performance Work Statement (PWS) of the 2024 USCG RFP the USCG is referred to as “Coast Guard” or “Government”; and such terms are used interchangeably; and

WHEREAS, within the PWS, MBP is referred to as “Contractor”.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, MBP and METRO FIRE agree as follows:

1. **RECITALS**

The Parties agree that the foregoing recitals are true and correct, and are incorporated herein, by reference.

2. **TERM OF AGREEMENT AND EFFECTIVE DATE**

This Agreement, entered into as of the date first written above shall be effective September 16, 2024 subject to USCG's award of the Airfield Operation and Management Services and Aircraft Rescue and Firefighting Services Agreement (2024 AIRSTA Agreement) to MBP. This Agreement shall remain in force until the termination of the 2024 AIRSTA Agreement, unless terminated earlier in accordance with Paragraph 11 of this Agreement.

3. **TERMINATION OF PRIOR AGREEMENT**

The previous agreement titled Agreement for McClellan Airport Aircraft Rescue and Fire Fighting Services shall automatically terminate upon the later of (i) the award of the 2024 AIRSTA Agreement to MBP, or (ii) the termination date of the 2022 AIRSTA Agreement (the date of such termination is the Prior Agreement Termination Date).

4. **SCOPE OF SERVICES**

Effective on the Prior Agreement Termination Date, at 0001 hours, METRO FIRE hereby agrees to provide aircraft rescue and firefighting (ARFF) services to MBP at McClellan Airport in accordance with the all the requirements and conditions of the 2024 AIRSTA Agreement between MBP and the USCG. Upon execution, a copy of the 2024 AIRSTA Agreement will be attached and incorporated into this Agreement as Exhibit "A".

Said services will be provided from Fire Station 114 (Building 1074 and Building 636) in accordance with Paragraph 5 of this Agreement.

5. **METRO FIRE STAFFING**

METRO FIRE will staff Station 114 as follows in order to provide the aircraft rescue and firefighting (ARFF) services on a twenty-four (24) hour, seven (7) day per week basis:

A. Three (3) dedicated personnel only available for ARFF responses, consisting of the following:

- 1 Captain
- 1 Engineer
- 1 Firefighter

B. The Sacramento Regional Fire/EMS Communications Center (SRFECC) will continue to provide dispatch services in accordance with their existing jurisdiction and normal operations.

6. FURNISHED EQUIPMENT AND FACILITIES

A. The PWS section 3.0 (Government Furnished Property) provides that the Government (USCG) will furnish one (1) 2001 Model PI50 ARFF vehicle, 4x4, 1500 gallon Emergency One Titan, VIN #4ENBAA8X110003122. The PWS, incorporated herein as Exhibit "B", provides that Contractor will be responsible for maintenance, repair and inspection of the furnished vehicle and at the end of the term of the contract will return it to the Government in good working order. The PWS obligates the Contractor to furnish all other equipment with the exception of the ARFF unit provided by Government.

B. It is expressly understood and agreed that METRO FIRE's ability to perform under the Government PWS is contingent upon METRO FIRE providing one operationally ready ARFF vehicle, while the USCG will provide the second operationally ready ARFF vehicle, described in paragraph A above, both equipped with automated turrets. In order to maintain operational readiness, the Government shall promptly replace any furnished vehicle that has reached the end of its useful life in accordance with Section 23 of the USCG Safety and Environmental Health Manual (COMDTINST M5100.47D).

C. The Contractor will reimburse METRO FIRE for the disposal and replacement of Aqueous Film Forming Foam (AFFF) to meet State and Federal regulations pertaining to the use of foam that is free from per- and polyfluoroalkyl substances (PFAS). Such reimbursement may be deferred to the final year of the term of this Agreement, and shall be equal to the lesser of the cost outlined in Exhibit C, or the Government's demonstrated actual cost for disposal and replacement.

D. Fire Station 114 is comprised of Building 1074 and Building 636 (Building 636 is used for storage). Under a separate agreement, the County of Sacramento provides Fire Station 114 for use by METRO FIRE. METRO FIRE's performance under the PWS is contingent upon continued use of Fire Station 114.

7. COMPENSATION

MBP agrees to compensate METRO FIRE for the ARFF services contemplated by this Agreement in accordance with the annual total costs specified in Exhibit "C" to this Agreement, attached hereto and incorporated herein. METRO FIRE shall invoice MBP quarterly in arrears for services under this Agreement. MBP shall make payments to METRO FIRE within forty-five days of receipt of METRO FIRE invoice.

8. NOTICES

Any notice demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed as follows:

EVP/COO
McClellan Jet Services
3028 Peacekeeper Way
McClellan, CA 95652

Fire Chief or Designee
Sacramento Metropolitan Fire District
10545 Armstrong Ave., Suite 200
Mather, CA 95655

9. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties (MBP and Metro Fire) shall indemnify, defend, and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively Indemnified Parties), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively Claims), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity obligation be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, authorized volunteers and agents, or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to the indemnifying party. The indemnifying party shall defend the Indemnified Party with counsel reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, the Indemnified Party shall be entitled, on its own behalf, and at the expense of the indemnifying party, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should the Indemnified Party elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that the indemnifying party thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

10. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance - or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability and business automobile liability with policy or contracts limits of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

11. TERMINATION

A. Either party may terminate this Agreement upon 30 days written notice of the substantial failure of performance or material breach of this Agreement by the other party, provided such terminating party first transmits written notice of intent to terminate to the party failing to perform and allows such party a reasonable opportunity to cure or correct said failure of performance.

B. MBP may terminate this Agreement upon thirty (30) days written notice served upon METRO FIRE in the event that USCG terminates the 2024 AIRSTA Agreement with MBP, or said Agreement otherwise expires or is cancelled pursuant to the terms of that Agreement. Notice shall be deemed served on the date of mailing.

12. ENTIRE AGREEMENT

This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notices issued in accordance with the terms hereto constitute the entire Agreement and understanding between MBP and METRO FIRE as to the subject matter contained herein, and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement shall be interpreted as having been drafted by both parties.

13. AMENDMENTS

This Agreement may be amended only by written instrument, signed by both MBP and METRO FIRE as authorized by action of their respective governing boards, if applicable.

14. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

15. **CHOICE OF LAW/VENUE**

This Agreement shall be enforced and/or interpreted pursuant to the laws of the State of California. Any action involving enforcement, interpretation, or breach of this Agreement shall be venued in the Superior Court for the County of Sacramento, State of California.

16. **ASSIGNMENT**

Neither party shall voluntarily or by operation of law assign or otherwise transfer this Agreement without the other party's written consent.

17. **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

The remainder of this page is intentionally blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

MCCLELLAN BUSINESS PARK, LLC,

SACRAMENTO METROPOLITAN
FIRE DISTRICT,

By:
Frank Myers, COO
McClellan Business Park, LLC

By:
Adam A. House, Fire Chief
Sacramento Metropolitan Fire District

Approved as to form:

Approved as to form:

Jay Heckenlively
General Counsel

John Lavra
District General Counsel

EXHIBIT A 2024 AIRSTA Agreement

DocuSign Envelope ID: C39FFE65-ADD3-4EC7-9FB2-59BA88729570

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.				1. REQUISITION NUMBER 20290PR240000102		PAGE 1 OF 9							
2. CONTRACT NUMBER 70Z08424CDL940004		3. AWARD/EFFECTIVE DATE 09/16/2024		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:				a. NAME LAWSON, Ms. SUSAN B		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY 70Z084 - LOG-94 Regional Contracting West USCG - LOG-94 Regional Contracting West, Coast Guard Island, Bldg 54-C Alameda, CA, 94501, US				CODE 70Z084		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)							
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net Days - 30		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING							
15. DELIVER TO See Schedule				CODE		16. ADMINISTERED BY 70Z084 - LOG-94 Regional Contracting West USCG - LOG-94 Regional Contracting West Alameda, CA, 94501, US							
17a. CONTRACTOR/ OFFEROR MCCLELLAN BUSINESS PARK LLC DBA: MP HOLDINGS, LLC 3140 PEACRKBRRER WAY MCCLELLAN, CA, 95652, US		CODE 565110425ME#		FACILITY CODE 2582Z		18a. PAYMENT WILL BE MADE BY USCG FINANCE CENTER FINANCE CENTER USCG, 1430A KRISTINA WAY CHESAPEAKE, VA, 23326-1000, US							
TELEPHONE NUMBER				CODE 70Z084		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NUMBER				20. SCHEDULE OF SUPPLIES/SERVICES See Schedule		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
(Use Reverse and/or Attach Additional Sheets as Necessary)													
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Government Use Only) \$14,309,778.12							
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule							
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Frank Myers</i>						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) LAWSON, SUSAN B. 1077							
30b. NAME AND TITLE OF SIGNER (Type or print) Frank Myers Chief Operating Officer						31b. NAME OF CONTRACTING OFFICER (Type or print) LAWSON, Ms. SUSAN B							
30c. DATE SIGNED 09/26/2024 3:17 EDT						31c. DATE SIGNED Date: 2024.09.26 13:21:48 -07'00'							

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER

PARTIAL FINAL COMPLETE PARTIAL FINAL

STOCK RECORD (S/R) 40. PAID BY

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 42a. RECEIVED BY (*Print*)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (*Location*)

42c. DATE RECEIVED (*MM/DD/YYYY*) 42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 11/2021) BACK

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Section II: Continuation of SF1449

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Airfield Operations and Management Services(PWS 1,2,4, 4.3, 5.0 - 5.5) BASE PERIOD (16 September 2024 - 15 September 2025)	315972	Dollars, U.S.
Contract Type: Firm Fixed Price				
			Unit Price	\$1.00
			Extended Price	\$315,372.00
Description:				
Purchase Requisitions		20290PR240000102		
		ACRN		
		Funded Amount		
		\$315,372.00		

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/24	9/15/25	20290 AIRSTA SACRAMENTO Default shipping AIR STATION SACRAMENTO USCG 6037 PRICE AVE MCCLELLAN CA US 95652-1260

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		Aircraft Rescue and Fire Fighting (ARFF) and Environmental Services (PWS 3.1, 4.0- 4.2, 5.10 all (C-27J and/or C-130) and 5.11. BASE PERIOD (16 September 2024 - 15 September 2025)	4425017.04	Dollars, U.S.
Contract Type: Firm Fixed Price				
			Unit Price	\$1.00
			Extended Price	\$4,425,017.04
Description:				
Purchase Requisitions		20290PR240000102		
		ACRN		
		Funded Amount		
		\$4,425,017.04		

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/24	9/15/25	20290 AIRSTA SACRAMENTO Default shipping AIR STATION SACRAMENTO USCG 6037 PRICE AVE MCCLELLAN CA US 95652-1260

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003		Truck Repair For Above Routine Maintenance (PWS 3.1) Base Period	1	Dollars, U.S.
Contract Type:Firm Fixed Price				
			Unit Price	\$0.00
			Extended Price	\$0.00
Description:				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
		USCG Headquarters 2703 Martin Luther King Junior Ave SE Washington DC US 20032

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0004		Airfield Operations and Management Services(PWS 1,2,4, 4.3, 5.0 - 5.5) OPTION PERIOD 1 (16 September 2025 - 15 September 2026)	326412	Dollars, U.S.
Contract Type:Firm Fixed Price				
			Unit Price	\$1.00
			Extended Price	\$326,412.00
Description:				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

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Option:
 Option Time Date: 9/16/25
 Option Time Duration: 364
 Option Time Units: Days
 IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/24	9/15/25	20290 AIRSTA SACRAMENTO Default shipping AIR STATION SACRAMENTO USCG 6037 PRICE AVE MCCELLELLAN CA US 95652-1260

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0005		Aircraft Rescue and Fire Fighting (ARFF) and Environmental Services (PWS 3.1, 4.0- 4.2, 5.10 all (C-27J and/or C-130) and 5.11. OPTION PERIOD 1 (16 September 2025 - 15 September 2026)	4374356.04	Dollars, U.S.
Contract Type: Firm Fixed Price				
			Unit Price	\$1.00
			Extended Price	\$4,374,356.04
Description:				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

Option:
 Option Time Date: 9/16/25
 Option Time Duration: 364
 Option Time Units: Days
 IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/24	9/15/25	20290 AIRSTA SACRAMENTO Default shipping AIR STATION SACRAMENTO USCG 6037 PRICE AVE MCCELLELLAN CA US 95652-1260

Item Number	Base Item Number	Supplies/Services	Quantity	Unit

0006		Truck Repair For Above Routine Maintenance (PWS 3.1) Option Period One	1	Dollars, U.S.
Contract Type:Firm Fixed Price				
			Unit Price	\$0.00
			Extended Price	\$0.00
Description:				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

Option:
 Option Time Date: 9/16/25
 Option Time Duration: 364
 Option Time Units: Days
 IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
		USCG Headquarters 2703 Martin Luther King Junior Ave SE Washington DC US 20032

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0007		Airfield Operations and Management Services(PWS 1,2,4, 4.3, 5.0 - 5.5) OPTION PERIOD 2 (16 September 2026 - 15 September 2027)	337836	Dollars, U.S.
Contract Type:Firm Fixed Price				
			Unit Price	\$1.00
			Extended Price	\$337,836.00
Description:				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

Option:
 Option Time Date: 9/16/26
 Option Time Duration: 364
 Option Time Units: Days
 IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

9/16/24	9/15/25	20290 AIRSTA SACRAMENTO Default shipping AIR STATION SACRAMENTO USCG 6037 PRICE AVE MCCELLELLAN CA US 95652-1260
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Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0008		Aircraft Rescue and Fire Fighting (ARFF) and Environmental Services (PWS 3.1, 4.0- 4.2, 5.10 all (C-27J and/or C-130) and 5.11. OPTION PERIOD 2 (16 September 2026 - 15 September 2027)	4530785.04	Dollars, U.S.
Contract Type:Firm Fixed Price				
			Unit Price	\$1.00
			Extended Price	\$4,530,785.04
Description:				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

Option:
 Option Time Date: 9/16/26
 Option Time Duration: 364
 Option Time Units: Days
 IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/24	9/15/25	20290 AIRSTA SACRAMENTO Default shipping AIR STATION SACRAMENTO USCG 6037 PRICE AVE MCCELLELLAN CA US 95652-1260

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0009		Truck Repair For Above Routine Maintenance (PWS 3.1) Option Period Two	1	Dollars, U.S.
Contract Type:Firm Fixed Price				
			Unit Price	\$0.00
			Extended Price	\$0.00
Description:				

Purchase Requisitions			
		ACRN	
		Funded Amount	\$0.00

Option:
 Option Time Date: 9/16/26
 Option Time Duration: 364
 Option Time Units: Days
 IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
		USCG Headquarters 2703 Martin Luther King Junior Ave SE Washington DC US 20032

Total Award Amount: \$14,309,778.12
 The Total Obligated Amount: \$4,740,389.04

The Obligated Amount is broken down by line of accounting as follows:

Contract ACRN:	LOA:
	2024 0610000A002424DD G020G010G000 20290LOGSX UCGIXLMY24 254011 81000000 71111LO GSX 3BCGDBILLS 000000 000000 000000 000000 0 0 0
Amount:\$4,740,389.04	
Clin 0001:\$315,372.00	
Clin 0002:\$4,425,017.04	

Section III: Contract Clauses

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section IV: Any Documents, Exhibits, and other Attachments

None

CONTINUATION OF SF1449

CONTRACT CLAUSES, TERMS, AND CONDITIONS

FAR 52.212-4 - Contract Terms and Conditions -- Commercial Products and Commercial Services (Nov 2023) ADDENDUM

(1) Contract Management

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The individuals listed below will be the Government points of contact during the performance period.

Contract Administration: The USCG Operational Logistics Command (LOG-9), Commercial Support Services Branch will perform all contract administration. Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer (KO) or the Contract Specialist (KS). **Changes in, or deviations from, the PWS or terms and conditions of the contract shall not be affected without written modification to the contract as executed by a LOG-9 KO.**

The Contracting Officer's Representative (COR) is a Government employee designated in writing by the KO to act as a technical advisor for the KO for services/items within the scope of the contract. The COR performs functions such as review and/or inspection and acceptance of supplies and services and of a technical nature. A designation letter will set forth the name of the COR/CORs and the authorities and limitations of the COR(s) under the contract. **This person does not have a warrant that provides the authority to contractually commit the Government or to modify any terms and conditions of a contract.**

(2) Invoice Procedures

You will submit proper invoices associated with this award through the Invoice Processing Platform (IPP) at <https://www.ipp.gov/>. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

Actions to take:

If you are already enrolled in IPP:

If your company is already registered to use IPP, you will not be required to re-register and you do not need to contact IPP.

If you are NOT already enrolled in IPP:

The point of contact you provided in your SAM.gov registration will receive two emails from ipp.noreply@mail.eroc.twai.gov. Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.

2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.

Once your contact receives these emails, please ensure they log into IPP and complete the registration process.

Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first time login tutorial, are available on the <https://www.ipp.gov/> website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131
- Email address: IPPCustomerSupport@fiscal.treasury.gov
- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

A copy of the Invoice and Supporting documentation shall also be e-mailed to the assigned KS and COR prior to or immediately after submitting your invoice to IPP as described above. Failure to do this may result in the delay of payment. POCs will be given at time of award.

(3) Schedule of Supplies/Services

CLIN	Description	Qty	Unit	Unit Price	Total Amount
	BASE PERIOD (16 September 2024 - 15 September 2025)				
1	Airfield Operations and Management Services(PWS 1,2,4, 4.3, 5.0 - 5.5)	12	Mo	\$26,281.00	\$315,372.00
2	Aircraft Rescue and Fire Fighting (ARFF) and Environmental Services (PWS 3.1, 4.0.- 4.2, 5.10 all (C-27J and/or C-130) and 5.11.	12	Mo	\$368,751.42	\$4,425,017.04
	Total for CLINS 00001-00002				\$4,740,389.04
3	Truck Repair For Above Routine Maintenance (PWS 3.1)				

<p>CLIN 00003 is an estimate based on the average of the task orders for the past five years. The labor rate will be used to price work under 00003 PWS Paragraph 3.1 for specific maintenance repair work that cannot be identified in sufficient detail to be included in Contract line items 00001 through 00002. The labor unit price shall include all direct and indirect costs associated with performing a task hour of work including, but not limited to, direct wages, health and welfare benefits, FICA, FYA, WC, all federal and state benefits, excise taxes, overhead, G & A and profit. This work is subject to wage rates under the Service Contract Labor Standards.</p>					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
00003A	Auto Mechanic (General Clauses, Modifications and (PWS 3.1))	40	Hr	Included	Included
<p>The costs of materials, parts, and supplies will be reimbursed at cost plus Fixed Burden Rates (FBR) established below. These costs shall be used for bidding purposes only, the actual amounts will fluctuate. The unburdened costs are estimates only. The price for these items shall be calculated using the estimated amounts multiplied times (and added to) offer's FBR. FBRs shall be entered as a decimal number, not as a percentage (E.G. A FBR of 5% is entered as 0.05). The FBR is defined as all additional costs for handling and overhead to include all burden, profit, overhead and G&A (including burden associated with Contractor's use of government furnished equipment and property).</p>					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
00003B	Cost Materials, Supplies, Parts	1	LOT	Included	Included
00003C	Contractor's FBR (see e.g. in note above)			Included	Included
	Total 00003B + 00003C			Included	Included
<p>Subcontracting costs will be reimbursed at cost plus Fixed Burden Rates (FBR) established below. These costs shall be used for bidding purposes only, the actual amounts will fluctuate. The unburdened costs are estimates only. The price for these items shall be calculated using the estimated amounts multiplied times (and added to) offer's FBR. FBRs shall be entered as a decimal number, not as a percentage (E.G. A FBR of 5% is entered as 0.05). The FBR is defined as all additional costs for handling and overhead to include all burden, profit, overhead and G&A (including burden associated with Contractor's use of government furnished equipment and property).</p>					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
00003D	Cost Sub-Contracting	1	LOT	Included	Included
00003E	Contractor's FBR (see e.g. in note above)	1	EA	Included	Included
	Total 00003D + 00003E				Included
	Total ALL CLIN 00003				Included
	Total BASE PERIOD Amount (All CLINS)				\$4,740,389.04
CLIN	Description	Qty	Unit	Unit Price	Total Amount
	<u>OPTION PERIOD 1 (16 September 2025 - 15 September 2026)</u>				

10001	Airfield Operations and Management Services(PWS 1,2,4, 4.3, 5.0 - 5.5)	12	Mo	\$27,201.00	\$326,412.00
10002	Aircraft Rescue and Fire Fighting (ARFF) and Environmental Services (PWS 3.1, 4.0.- 4.2, 5.10 all (C-27J and/or C-130) and 5.11.	12	Mo	\$364,529.67	\$4,374,356.04
Total for CLINS 10001-10002					\$4,700,768.04
10003	Truck Repair For Above Routine Maintenance (PWS 3.1)				
<p>CLIN 10003 is an estimate based on the average of the task orders for the past five years. The labor rate will be used to price work under 10003 PWS Paragraph 3.1 for specific maintenance repair work that cannot be identified in sufficient detail to be included in Contract line items 10001 through 10002. The labor unit price shall include all direct and indirect costs associated with performing a task hour of work including, but not limited to, direct wages, health and welfare benefits, FICA, FYA, WC, all federal and state benefits, excise taxes, overhead, G & A and profit. This work is subject to wage rates under the Service Contract Labor Standards.</p>					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
10003A	Auto Mechanic (General Clauses, Modifications and (PWS 3.1)	40	Hr	Included	Included
<p>The costs of materials, parts, and supplies will be reimbursed at cost plus Fixed Burden Rates (FBR) established below. These costs shall be used for bidding purposes only, the actual amounts will fluctuate. The unburdened costs are estimates only. The price for these items shall be calculated using the estimated amounts multiplied times (and added to) offer's FBR. FBRs shall be entered as a decimal number, not as a percentage (E.G. A FBR of 5% is entered as 0.05). The FBR is defined as all additional costs for handling and overhead to include all burden, profit, overhead and G&A (including burden associated with Contractor's use of government furnished equipment and property).</p>					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
10003B	Cost Materials, Supplies, Parts	1	LOT	Included	Included
10003C	Contractor's FBR (see e.g. in note above)	1	EA	Included	Included
Total 10003B + 10003C				Included	Included
<p>Subcontracting costs will be reimbursed at cost plus Fixed Burden Rates (FBR) established below. These costs shall be used for bidding purposes only, the actual amounts will fluctuate. The unburdened costs are estimates only. The price for these items shall be calculated using the estimated amounts multiplied times (and added to) offer's FBR. FBRs shall be entered as a decimal number, not as a percentage (E.G. A FBR of 5% is entered as 0.05). The FBR is defined as all additional costs for handling and overhead to include all burden, profit, overhead and G&A (including burden associated with Contractor's use of government furnished equipment and property).</p>					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
10003D	Cost Sub-Contracting	1	LOT	Included	Included
10003E	Contractor's FBR (see e.g. in note above)	1	EA	Included	Included
Total 10003D + 10003E					Included

	Total ALL CLIN 10003				Included
	Total OPTION PERIOD ONE Amount (All CLINS)				\$4,700,768.04
CLIN	Description	Qty	Unit	Unit Price	Total Amount
	OPTION PERIOD 2 (16 September 2026 - 15 September 2027)				
20001	Airfield Operations and Management Services(PWS 1,2,4, 4.3, 5.0 - 5.5)	12	Mo	\$28,153.00	\$337,836.00
20002	Aircraft Rescue and Fire Fighting (ARFF) and Environmental Services (PWS 3.1, 4.0.- 4.2, 5.10 all (C-27J and/or C-130) and 5.11.	12	Mo	\$377,565.42	\$4,530,785.04
	Total for CLINS 20001-20002				\$4,868,621.04
20003	Truck Repair For Above Routine Maintenance (PWS 3.1)				
CLIN 20003 is an estimate based on the average of the task orders for the past five years. The labor rate will be used to price work under 20003 PWS Paragraph 3.1 for specific maintenance repair work that cannot be identified in sufficient detail to be included in Contract line items 20001 through 20002. The labor unit price shall include all direct and indirect costs associated with performing a task hour of work including, but not limited to, direct wages, health and welfare benefits, FICA, FYA, WC, all federal and state benefits, excise taxes, overhead, G & A and profit. This work is subject to wage rates under the Service Contract Labor Standards.					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
20003A	Auto Mechanic (General Clauses, Modifications and (PWS 3.1)	40	Hr	Included	Included
The costs of materials, parts, and supplies will be reimbursed at cost plus Fixed Burden Rates (FBR) established below. These costs shall be used for bidding purposes only, the actual amounts will fluctuate. The unburdened costs are estimates only. The price for these items shall be calculated using the estimated amounts multiplied times (and added to) offer's FBR. FBRs shall be entered as a decimal number, not as a percentage (E.G. A FBR of 5% is entered as 0.05). The FBR is defined as all additional costs for handling and overhead to include all burden, profit, overhead and G&A (including burden associated with Contractor's use of government furnished equipment and property).					
SUB CLIN	Description	Est Qty	Unit	Unit Price	Annual Price
20003B	Cost Materials, Supplies, Parts	1	LOT	Included	Included
20003C	Contractor's FBR (see e.g. in note above)	1	EA	Included	Included
	Total 20003B + 20003C				Included Included
Subcontracting costs will be reimbursed at cost plus Fixed Burden Rates (FBR) established below. These costs shall be used for bidding purposes only, the actual amounts will fluctuate. The unburdened costs are estimates only. The price for these items shall be calculated using the estimated amounts multiplied times (and added to) offer's FBR. FBRs shall be entered as a decimal number, not as a percentage (E.G. A FBR of 5% is entered as 0.05). The FBR is defined as all additional costs for handling and overhead to include all burden, profit, overhead and G&A (including burden associated with Contractor's use of government furnished equipment and property).					
SUB	Description	Est	Unit	Unit Price	Annual Price

CLIN		Qty			
20003D	Cost Sub-Contracting	1	LOT	Included	Included
20003E	Contractor's FBR (see e.g. in note above)	1	EA	Included	Included
	Total 20003D + 20003E				Included
	Total ALL CLIN20003				Included
	Total OPTION PERIOD TWO Amount (All CLINS)				\$4,868,621.04

TOTAL CONTRACT AMOUNT: \$14,309,778.12

(4) FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(5) FAR Clause 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to expiration of contract.

(6) FAR Clause 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browse/index/far>
- Homeland Security Acquisition Regulation (HSAR): <https://www.acquisition.gov/hsar>

FAR	52.202-1	Definitions	Nov-2020
FAR	52.203-3	Gratuities	Apr-1984
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June-2020
FAR	52.204-9	Personal Identity Verification of Contractor Personnel	Jan-2011
FAR	52.204-13	System for Award Management Maintenance	Oct-2018
FAR	52.204-18	Commercial and Government Entity Code Maintenance	Aug-2020
FAR	52.212-4	Contract Terms and Conditions -- Commercial Items	Nov-2023
FAR	52.222-1	Notice to the Government of Labor Disputes	Feb-1997
FAR	52.223-1	Biabased Product Certification	May-2024
FAR	52.223-2	Affirmative Procurement of Biobased Products Under Service And Construction Contracts.	May-2024
FAR	52.223-3	Hazardous Material Identification and Material Safety Data <i>Alternate I (Jul 1995)</i>	Feb-2021
FAR	52.223-5	Pollution Prevention and Right-to-Know Information	May-2024
FAR	52.223-10	Waste Reduction Program	May-2011
FAR	52.228-5	Insurance-Work on a Government Installation	Jan-1997
FAR	52.229-3	Federal, State, and Local Taxes	Feb-2013
FAR	52.232-18	Availability of Funds	Apr-1984
FAR	52.232-39	Unenforceability of Unauthorized Obligations	Jun-2013
FAR	52.232-40	Providing Accelerated Payment to Small Business Subcontractors	Mar-2023
FAR	52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr-1984
FAR	52.237-3	Continuity of Services	Jan-1991
FAR	52.242-13	Bankruptcy	Jul-1995
FAR	52.242-15	Stop Work Order	Aug-1989
FAR	52.244-6	Subcontracts for Commercial Products and Commercial Services	Feb-2024
FAR	52.245-1	Government Property	Sep-2021
FAR	52.245-9	Use and Charges	Apr-2012
FAR	52.248-1	Value Engineering	Jun-2020
HSAR	3052.211-70	Index for Specifications	Dec-2003

HSAR	3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec-2003
HSAR	3052.223-70	Removal or Disposal of Hazardous Substances –Applicable Licenses and Permits (30 days)	Jun-2006
HSAR	3052.223-90	Accident and Fire Reporting (USCG)	Dec-2003

(7) 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES

(DEVIATION 20-05) (JUL 2024)

(a) *Definitions.* As used in this clause-
Kaspersky Lab covered article means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—

- (1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and
- (2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's

Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)

(a) Definitions. As used in this clause—

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Interconnection arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

“Reasonable inquiry” means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

“Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

(9) FAR 52.252-6 - Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Homeland Security Acquisition Regulation (HSAR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(10) HSAR Clause 3052.212.70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Clauses.

- 3052.204-71 - Contractor Employee Access.
- 3052.205-70 - Advertisement, Publicizing Awards, and Releases.
- 3052.228-70 - Insurance.
- 3052.242-72 - Contracting Officer's Representative.

(11) DHS Class HSAM Deviation, Limitation of Government's Obligation

The following clause provides for incremental funding and is a deviation to HSAM 3032.702(e). It is applicable during the event of a continuing resolution to fund government operations enacted by Congress until the regular appropriation is enacted. It would be applicable in this event during the base or any subsequent option years. In addition, written notice will provided in specific contract modifications.

(a) Contract line item(s) listed below are incrementally funded or fully funded as shown in the below table. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. This funding table will be updated in each contract action that provides additional funds, if any. *(Amounts below will be added by each incremental funding modification when issued)*

CLIN	CLIN Price	Currently Allotted Funding	Funds Required for Complete Funding

(b) For item(s) identified in paragraph (a) as not fully funded, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement of

authorized termination costs in the event of termination of those item(s) for the Government's convenience, does not exceed the total amount currently allotted to the items not fully funded under the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The total amount payable by the Government in the event of such termination of those contract line item(s) identified in paragraph (a) above includes costs, profit, and estimated/negotiated termination settlement costs for those item(s). The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the line items of the contract regardless of anything to the contrary in any other clause, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(c) Notwithstanding paragraph (i) of this requirement, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this contract. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract authorizing termination for the convenience of the government, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a), the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a).

(f) The termination provisions of paragraphs (a) through (i) do not limit the rights of the Government under the clause entitled "Default" or "Termination for Cause." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a). This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(i) The parties contemplate that the Government will allot funds to this contract from time to time as the need arises and as funds become available. There is no fixed schedule for providing additional funds.

(12) Contractor's Releases.

The Government may require the Contractor to complete Contractor's Releases (DHS Form 700-3 or an equivalent form) at the completion of the contract.

(13) Licenses and Permits.

The Contractor shall be responsible for obtaining any necessary licenses and permits, giving all notice and complying with any applicable federal, state, local, and municipal laws, codes, ordinances, and regulations in connection with the business carried on under this contract.

(14) FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (DHS-USCG DEVIATION 14-01, Revision 1)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 10 U.S.C. 4701 and Homeland Security Acquisition Regulation (HSAR) 3.900 (DEVIATION) through 3.905 (DEVIATION).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 4701, as described in HSAR 3.900 (DEVIATION) through 3.905 (DEVIATION). (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

(15) FAR 52.216-18 – Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Base Period through Contract Expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either-
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(16) FAR 52.216-19 -- Order Limitations. (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of \$4,500,000.00;
 - (2) Any order for a combination of items in excess of \$4,500,000.00; or
 - (3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(17) 52.216-21 -- Requirements (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 02/28/2025.

(18) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
(Nov 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for

basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(19) Mission Partner Identity, Credential and Access Management (MP ICAM)

- (a) "Contractor employee" means an employee of a firm, or an individual, under contract or subcontract to the Coast Guard to provide services who also requires one or more of the

following:

- (1) Physical access to multiple Coast Guard facilities or multiple federally controlled facilities on behalf of the Coast Guard on a recurring basis (a minimum of two (2) times per week and/or eight (8) times per month) for a period of six (6) months or more.
 - (2) Remote access, via logon, to Coast Guard network using Coast Guard-approved remote access procedures.
 - (3) Both physical access to Coast Guard facility and logical access, via logon, to Coast Guard networks on-site or remotely. Access to the Coast Guard network must require the use of a computer with government-controlled configuration or use of Coast Guard-approved remote access procedure in accordance with the Defense Information Systems Agency (DISA) Security Technical Implementation Guide.
- (b) Homeland Security Presidential Directive (HSPD)-12 mandates a federal standard for secure and reliable forms of identification for federal employees and contractor employees. The Common Access Card (CAC) is a personal identification card for the Department of Defense (DoD)/Uniformed Services and complies with HSPD-12. The Coast Guard has instituted the CAC as its HSPD-12 compliant personal identification card for contractor and subcontractor employees who are required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need public key infrastructure (PKI) authentication to perform their contractual duties. The Mission Partner Identity, Credential and Access Management (MP ICAM) (or successor system thereto) is the automated application process for obtaining a CAC.
- (c) Contractor and subcontractor employees working pursuant to this contract who are required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform their contractual duties must use MP ICAM (or successor system thereto) to obtain a CAC.
- (d) The COR or Alternate COR (ACOR) is the MP ICAM Mission Partner Affiliation Sponsor (MPAS) (or successor system corresponding role thereto) and initiates contractor accounts in the MP ICAM (or successor system thereto), approving, returning, or rejecting CAC applications (as applicable); re-verifying assigned contractors every six months; revoking contractor and employee eligibility for a CAC.
- (e) The MPAS ensures that contractor personnel satisfy the security requirements for CAC issuance prior to creating the CAC application in MP ICAM (or successor system thereto). Current investigative requirements must be verified according to Commandant Instruction 5500.18. The initial CAC issuance requires a favorably adjudicated Tier 1 investigation (equivalent or higher) or a Tier 1 background investigation (BI) (equivalent or higher) package that has been successfully scheduled with the investigative service provider (ISP) and a FBI fingerprint check with favorable results. The MPAS and Sponsor (or successor system corresponding role) or other appropriate federal government representative must coordinate with the unit BI Verifier (Command Security Officer / Mission Partner Affiliation Sponsor Manager) or the U.S. Coast Guard Security (SECCEN) to confirm the appropriate investigation has been favorably adjudicated or scheduled at the ISP with favorable FBI fingerprint results.
- (f) The COR or contracting officer (KO) provides such forms to, or requests such information

from, contractor employees that may be necessary for obtaining a CAC via the MP ICAM (or successor system thereto). The Contractor submits completed forms and information as directed by the COR or KO. Contractors are responsible for the accuracy and completeness of the information submitted and for any liability resulting from the government's reliance on inaccurate or incomplete information.

- (g) Contractor employees who are declined via the MP ICAM (or successor system thereto) are ineligible to perform work under this contract.
- (h) When an employee with a CAC is no longer performing work under this contract, the employee must return the CAC to the COR/MPAS (or successor system corresponding role thereto) or KO on the same day the employee stops working.
- (i) The contractor must insert this requirement in all subcontracts when a subcontractor's employee is required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform contractual duties.

(20) FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Feb 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- XX** (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

- XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
- XX (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (6) [Reserved].
- (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- XX (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).
- (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).
- (ii) Alternate I (DEC 2023) of 52.204-30.
- XX (12) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (14) [Reserved].
- (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (17) [Reserved]
- (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-6.
- (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- XX (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

- __ (21) (i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- __ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- __ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- __ (v) Alternate IV (SEP 2023) of [52.219-9](#).
- __ (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- __ (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- __ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) ([15 U.S.C. 657f](#)).
- __ (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (FEB 2024) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- __ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- __ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- __ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- XX** (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- __ (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (FEB 2024).
- XX** (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- XX** (34) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- __ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- XX** (35) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- XX** (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- __ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- XX** (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

XX (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

__ (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (40) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (44) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (OCT 2015) of 52.223-13.

__ (45) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of 52.223-14.

__ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

__ (47) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (50) 52.223-21, Foams (Jun2016) (E.O. 13693).

__ (51) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

- XX** (52) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).
- __ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- __ (53) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- __ (ii) Alternate I [Reserved].
- __ (iii) Alternate II (DEC 2022) of [52.225-3](#).
- __ (iv) Alternate III (NOV 2023) of [52.225-3](#).
- __ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- __ (54) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- XX** (55) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (56) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- __ (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- __ (59) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- __ (60) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- __ (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- XX** (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- __ (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- __ (64) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- __ (65) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- __ (66) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- __ (67) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- __ (ii) Alternate I (APR 2003) of [52.247-64](#).
- __ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)).

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

(B) Alternate I (DEC 2023) of [52.204-30](#).

(viii) [52.219-8](#), Utilization of Small Business Concerns (FEB 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(x) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O. 11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xvi) (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xix) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor *may* include in its subcontracts for *commercial products* and *commercial services* a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION III – LIST OF ATTACHMENTS

Attachment 1 – Performance Work Statement R1

Attachment 2-3 – Performance Requirements Summary/Contract Discrepancy Report

Attachment 4 – Quality Assurance Surveillance Plan (QASP)

Attachment 5 – CBA 2023-346 Rev.0

Attachment 6 – Department of Labor Wage Determination No: 2015-5631, Rev.20 , Dated 12/26/23

EXHIBIT B
Performance Work Statement

PERFORMANCE WORK STATEMENT (PWS)
AIRFIELD OPERATION AND MANAGEMENT SERVICES AND AIRCRAFT RESCUE AND
FIRE FIGHTING SERVICES
CONTRACT/RFP#: 70Z08424RALAM0001

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1.0 GENERAL.

1.1 **Mission.** The Air Station Sacramento is a fixed wing aviation unit that performs a wide range of Coast Guard missions for the Eleventh Coast Guard District and Pacific Area Commands. The unit performs missions from the west coast of the United States to areas west of Canada and south along the Eastern Pacific to South America. The Air Station maintains a 24-hour immediate response capability, with a "ready" crew on duty at all times.

1.2 **Scope.** This Performance Work Statement (PWS) is for Airfield Services to be provided to the United States Coast Guard (hereafter called Coast Guard) at McClellan or its successor named airfield (hereafter called Airfield) and to the Coast Guard located at Coast Guard Air Station Sacramento (AIRSTA Sacramento). This requirement is made up of two major components: the first is Airfield Operation and Management services to include runways, taxiways, clear-zones, ramps and aircraft parking areas, navigational aids to support Instrument Flight Rules (IFR) Operations, Automated Weather Observation System (AWOS); and other airfield services such as airfield inspections and checks; an operations manual; an emergency plan; ground vehicles control; obstruction handling; wildlife hazard management; airport condition reporting; identifying, marking and reporting construction and other unserviceable areas. For this portion of the contract the Coast Guard reimburses only a portion of the Contractor's cost which they receive along with the reimbursement from the other airport tenants.

The second major component is for Aircraft Rescue and Fire Fighting (ARFF) services, which include training and staffing in accordance with COMDTINST M5100.47D (series) and National Fire Protection Association (NFPA) 403 standards, provisions of ARFF vehicle maintenance, repair, equipment, emergency communication systems, and environmental spill response, in accordance with NFPA 412 and 414 standards. This portion of the contract represents over 85% of the total contract cost.

The Contractor is responsible for the management, supervision, personnel, equipment, tools, materials, parts, maintenance repair, training, transportation, all written deliverables and all other items and services necessary to perform the above functions described in this PWS except as specified in Section 3 as Government-furnished property. The Contractor shall also maintain the airport facilities to the standards outlined herein. The Contractor Quality Control Plan (QCP) shall provide for the highest level of service delivery performance. The Contractor shall use the PWS, all exhibits and applicable documents identified in paragraph 6.0 as well as the approved QCP to accomplish the functions and tasks generated for optimal contract performance. The Contractor shall perform the requirements of the PWS in a professional manner.

2.0 CONTRACTOR RESPONSIBILITIES.

2.1 **Contractor Qualifications.** The Contractor and any Subcontractor firms providing airfield maintenance and operations services shall have substantial relevant experience in the operation of an airfield. The Contractor, any subcontractor firms, and their employees providing ARFF services shall have Department of Defense Fire and Emergency Services Certification Program (DOD FESCP) or equivalent NFPA training qualifications.

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2.2 Phase In/Phase Out.

The Contractor shall provide a phase-in/phase out plan within 10 days prior to contract start date. The phase-in/phase-out plan shall describe actions, plans and procedures to ensure (1) a smooth transition from contract award to full operational status and (2) a smooth transition from contract performance in the current term to performance, perhaps by a different contractor, in another term. The phase-out portion of the plan shall be updated 30 days prior to completion of the contract. The phase-out portion shall include provisions for completion of appropriate Contractor responsibilities should there be a contract termination proceeding.

2.2.1 PHASE-IN. The Contractor shall assume total responsibility for all operations required by the contract as of the first day of the contract period. Therefore, as of the contract start date, the Contractor shall provide a workforce fully qualified and capable of performing all work required under this contract, as well as all equipment, tools, materials and supplies to ensure capability of performing contract requirements. Beginning 30 calendar days prior to the contract start date, the Contractor will be permitted to observe any operations of the Government and incumbent contractor. These observations include but are not limited to those pertaining to office procedures and operations, repair/maintenance operations, and any other operations deemed necessary by the incoming Contractor that will enable his personnel to become both knowledgeable and familiar with their assigned areas of responsibility. The Contractor shall ensure, during phase-in activities, that: he shall not interfere with productivity; he shall coordinate all visits in advance and arrange to be accompanied by a Government employee previously designated for that purpose; he shall confine his activities to those which can only take place prior to the contract period. Discussions with Government or Contractor's employees while they are on duty shall be coordinated by the designated Government representative. During this phase-in period, the Contractor has no responsibility for the services required in this contract.

2.2.2 PHASE-OUT PERIOD. The Contractor shall present a detailed plan for any phase-out period, regardless of precipitating reasons. The plan shall include procedures for minimizing impact on performance in compliance with standards in the contract. The plan shall also (1) present procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract and (2) describe in detail how responsibility and accountability will be relinquished for all Government-provided items. Beginning 30 calendar days immediately prior to the end of the contract period, the Contractor will be required to allow personnel from the Government and/or from a successor Contractor to observe daily operations covered under this contract. During this "phase-out" period the Contractor will remain totally responsible for the services required in this contract. The Contractor shall not defer any needed repairs or maintenance for the purpose of avoiding responsibility to the successor contractor. The Contractor shall coordinate activities with the incoming Contractor to effect a smooth and orderly transition at the end of the contract period. The Contractor shall remove all Contractor-owned equipment, tools, parts and belongings from the Government-provided facilities by midnight on the last day of the contract. The Contractor shall provide on-the-job familiarization for the incoming Contractor as required.

2.3 Post-Award Conference. As soon as possible after the contract start date, the Contractor shall meet in conference with the Contracting Officer and other authorized representative(s) of

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the Government from USCG Air Station Sacramento to discuss and develop mutual understandings

2.4 Community Relations Program. The Contractor shall maintain a "Good Neighbor" Plan. At a minimum the Contractor shall maintain a dedicated noise complaint telephone recording system, a log of noise complaints with records maintained for one year, respond to complaints, and be available to hear public comment annually. The Contractor shall advise the Coast Guard of noise complaints originating from Air Station activities. An active public relations process is essential to minimizing public negative environmental impact perceptions. Surrounding community impact shall be considered when amending the Airport Operations Manual (see PWS 7.0 Deliverables).

2.5 Contractor Personnel Requirements. The Contractor shall provide fully trained and qualified personnel to perform all services under this contract.

2.5.1 Continuous Point of Contact. The Contractor shall designate in writing individual points of contact and alternate responsible for responding to the Coast Guard's concerns relating to the daily operations under this contract for the Airfield Operations and Management portion of the contract and the ARFF portion of the Contract in accordance with Section 7.0 Deliverables. The points of contact or alternate shall be available by phone 24 hours a day and shall be able to speak and write English. The points of contact and alternate should have 24 hour access to a method for receiving and transmitting copies of documents e.g., via e-mail or fax.

2.5.2 Contractor Employees. The Contractor shall not employ persons for work on this contract if such employee is identified as a potential threat to the health, safety, security, or operational mission of the Coast Guard.

2.5.2.1 Contractor personnel shall present a neat appearance and be easily recognized by wearing distinctive clothing, badges, or nametags.

2.5.2.2 All Contractor personnel shall possess current valid professional certifications as required to perform their respective job functions.

2.5.2.3 The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest as defined by Federal Acquisition Regulations (FAR) Subpart 3.6.

2.5.2.4 Contractor Employee and Visitors (Post Award Access to Government Facilities) Security Requirements. All personnel employed by the Contractor (including subcontractors) in the performance of the contract or any representative of the Contractor entering the Government's installation, shall abide by all applicable security regulations and shall be subject to such security checks as may be deemed necessary by the Government. In accessing Coast Guard Air Station Sacramento property, all contractor personnel, including subcontractors and delivery persons, shall comply with all applicable Coast Guard security requirements for access to Air Station Sacramento property.

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2.6 Other Government Contracts or Agreements. The Government may undertake, award, or obtain or enter into, other contracts or agreements to augment these services. The Contractor shall cooperate fully with such other Contractors, augmentees and Government employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor, augmentee, or Government employees, or with the proper execution of Government business.

2.7 Safety and Environmental Requirements.

2.7.1 Licenses and Permits. The Contractor shall obtain, without additional cost to the Government, all necessary Federal, State and local permits, licenses and certifications necessary giving all notice and complying with any applicable federal and state and local laws, codes, ordinances and regulations to operate the airfield and all other business carried on under this contract. Copies of permits and licenses shall be provided to the Contracting Officer prior to contract start date or before work requiring a permit commences.

2.7.2 The Contractor shall perform and comply with all the requirements of this PWS in accordance with Federal and California Occupational Safety and Health Act (OSHA) (CAL OSHA), including 29 CFR 1910 and California Code of Regulations Title 8, whichever is more stringent and all other federal, state and local safety requirements.

2.7.2.1 Safety Data Sheets (SDSs). The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. The Contractor shall provide Safety Data Sheets to the COR and maintain them onsite for all materials utilized for the performance of the contract in accordance with 29 CFR 1910 (OSHA) (see PWS. 7.0, Deliverables).

2.7.3 The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations, including: Hazardous Materials Transportation Uniform Safety Act (HMTUSA), Toxic Substances Control Act (TSCA), Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), Resource Conservation and Recovery Act (RCRA), Safe Drinking Water Act (SDWA), Clean Air Act (CAA), and Federal Facilities Compliance Act (FFCA).

2.8 Environmental Permits, Licenses, and Certifications. The Contractor shall acquire and maintain all environmental compliances, licenses, permits and certifications for the operation of facilities and equipment throughout the life of the contract.

2.9 Hazardous Materials Transport. Transportation of petroleum-based and hazardous material and hazardous waste under this contract shall be in accordance with all local, State and Federal laws and regulations governing hazardous waste transport, including Title 49 Code of Federal Regulations (CFR) Part 171 and following, as prescribed by the Department of

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Transportation. The Contractor and all vehicles used for transporting petroleum-based and hazardous material and hazardous waste shall be properly licensed, certified, and insured for transporting hazardous material and hazardous waste. The Contractor shall observe all Local, State and Federal regulations governing the routes over which the hazardous materials and hazardous waste are transported. The Contractor shall ensure that all hazardous materials and hazardous waste to be transported are properly labeled and manifested and all vehicles are properly marked.

2.10 Contractor Environmental Plan. The Contractor shall assure compliance with all local, State and Federal environmental laws and regulations and shall submit plan in accordance with PWS, 7.0, Deliverables.

3.0 GOVERNMENT FURNISHED PROPERTY (GFP)

3.1 ARFF Vehicle. The Government will provide GFP for the Contractor's use in the performance of this contract: **One (1) Aircraft Rescue and Firefighting (ARFF) Vehicle.** GFP means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFP includes, but is not limited to, spare, and property furnished for repair, maintenance, overhaul, or modification. GFP also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under contract (FAR 52.245-1). (See SF1449 continuation section V. General Clauses – Modifications). At the end of this contract, the Contractor shall return this equipment to the Government in good working order (see Exhibit 2, Government Furnished Property).

3.1.1. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

3.1.2 If Coast Guard GFP equipment is determined by the Coast Guard to be beyond economical repair, as prescribed by the U.S. Coast Guard Motor Vehicle Manual COMDTINST M11240.9(D), the equipment will be returned to Coast Guard Air Station Sacramento in its entirety. The Coast Guard will provide a suitable replacement vehicle substantially the same as the returned vehicle within a reasonable time. Upon completion of the contract, all remaining GFP will be returned to the Coast Guard.

3.1.3 Contractor shall permanently station the GFP ARFF vehicle at a facility on or near the Airfield. Contractor may use it to respond to any appropriate incident at the Airfield or related to Airfield activities involving Coast Guard or other aircraft or personnel.

3.2 Fuel.

3.2.1 The Coast Guard will acquire aircraft fuel through a separate contract and retains the authority to purchase from its preferred fuel supplier.

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3.2.2 The Coast Guard will procure fuel for aircraft ground support equipment through a distinct government credit card arrangement or via an alternative contract. The Coast Guard maintains the discretion to select its preferred fuel supplier for procurement.

4.0 CONTRACTOR FURNISHED EQUIPMENT, ITEMS AND SERVICES.

Except for the equipment specifically stated to be Government furnished in Section 3, the Contractor shall furnish everything required to perform this PWS including management, personnel, facility, personal protective equipment (PPE), training, supplies, and emergency response vehicle(s) necessary to perform an agent resupply operation for the assigned ARFF vehicle.

4.1 ARFF and Support Vehicles. The Contractor shall maintain one ARFF vehicle for the C-27J. The Contractor shall also provide a support vehicle capable of meeting NFPA 403, chapter 5.3.3 agent resupply requirements for the C-27J.

The Contractor is responsible for performing all maintenance, repairs, and inspections on all vehicles in accordance with manufacturer's guidelines. Routine Maintenance is defined as routinely scheduled services, inspections, and part replacement as per manufacturer's owner's manuals and guidance. (See PWS 5.10.3.2 Initial Response Vehicles and Exhibit 3 ARFF Vehicle Substitution Guidelines).

4.2 Personal Protective Equipment (PPE). Contractor shall provide all ARFF response personnel with self-contained breathing apparatus and a spare air cylinder certified to meet the edition of NFPA 1981, Standard for Open-Circuit Self-Contained Breathing Apparatus for Fire Fighters, in effect at time of manufacture. Protective clothing shall be determined using the criteria of most current edition of NFPA 1971 and 1851. Protective clothing selection is the responsibility of the service provider.

4.3 Electricity. The Contractor is accountable for fulfilling all electrical requirements of the airfield.

5.0 PERFORMANCE REQUIREMENTS.

The Contractor shall provide all facilities, supervision, personnel, supplies, and services necessary to provide or perform:

- 5.1 Airfield Operation and Maintenance
- 5.2 Airfield Inspections and Checks
- 5.3 Airport Operations Manual
- 5.4 Emergency Plan
- 5.5 Ground Vehicles and Personnel
- 5.6 Obstruction Handling
- 5.7 Wildlife Hazard Management
- 5.8 Airport Condition Reporting

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- 5.9 Identifying, Marking, and Reporting Construction and Other Unserviceable Areas
- 5.10 Aircraft Rescue and Fire Fighting (ARFF)
- 5.11 Environmental Services

Except as specifically otherwise stated, the Contractor shall provide all of these services 24 hours a day, seven (7) days a week.

5.1 Airfield. Except as allowed by Section 5.1.3.11, Contractor shall provide, maintain, and operate the Airfield in an operationally ready and safe condition that is capable at all times of Instrument Flight Rules (IFR) operations for all Coast Guard aircraft types supporting Coast Guard missions. Airfield Operation and Management services shall comply with all FAA, State and local requirements, including FAA Airport Design Advisory Circular, 1989, FAA A/C 150-5300-13.

5.1.1 Runways, Taxiways, Ramps. Provide at no additional charge to the Government free and unrestricted access and use of all runways and taxiways for unlimited operations, to ramps as designated in 5.1.1.3 below.

5.1.1.1 Runway. Provide use of runway 16-34, a 10, 600 foot (3,231 m) long and 200 (61 m) wide concrete runway as shown in Exhibit 1, Airfield Map.

5.1.1.2 Taxiways. Provide use of taxiways A, B, C, D, E, F, G, and H. All taxiway locations are as shown in Exhibit 1, Airfield Map.

5.1.1.3 Ramps. Provide unrestricted access to buildings 1032 and 1033 across the aircraft ramp designated "Mat Uniform North" as shown in Exhibit 1, Airfield Map.

5.1.2 Maintenance. The Contractor shall maintain, and promptly repair the pavement of each runway, taxiway, loading ramp, and parking area on the airport that is identified and for Coast Guard's use as follows:

5.1.2.1. The pavement edges shall not exceed three inches difference in elevation between abutting pavement sections and between full strength pavement and abutting shoulders.

5.1.2.2. The pavement shall have no hole exceeding three inches in depth nor any hole the slope of which from any point in the hole to the nearest point at the lip of the hole is 45 degrees or greater as measured from the pavement surface plane, unless, in either case, the entire area of the hole can be covered by a five inch diameter circle.

5.1.2.3. The pavement shall be free of cracks and surface variations, which could impair directional control of aircraft.

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5.1.2.4. Mud, dirt, sand, loose aggregate, debris, foreign objects, rubber deposits, and other contaminants shall be removed promptly and as completely as practicable. Runway rubber deposits shall be limited as prescribed by FAA regulation.

5.1.2.5. Any chemical solvent that is used to clean any pavement area shall be removed as soon as possible, consistent with the instructions of the manufacturer of the solvent.

5.1.2.6. The pavement shall be sufficiently drained and free of depressions to prevent ponding that obscures markings or impairs safe aircraft operations.

5.1.2.7. All repairs shall be completed such that no adverse impact or reduction to the weight bearing strength of that surface is incurred.

5.1.3 Navigational Aids and Instrument Approaches.

5.1.3.1 Contractor shall provide, maintain, and operate a precision ILS approach to Runway 16 and non-precision TACAN or VOR-DME approaches to Runways 16 and 34. All these aids and approaches shall be FAA approved and certified and include all associated equipment. The ILS approach shall include alternate minimums for when approach related equipment is degraded.

5.1.3.2 Contractor shall provide, maintain and operate PAPI or VASI lighting, approach lights, runway and taxiway edge lights, and a pilot-controlled runway lighting (PCL) system.

5.1.3.3 Contractor shall provide, maintain, and operate an Automated Weather Observation System (AWOS) which provides Airfield surface weather information 24 hours a day, seven (7) days a week, which includes temperature, barometric pressure, wind direction and velocity, precipitation, ceiling and visibility.

5.1.3.4 Contractor shall provide and maintain at least the following marking systems for operations on the airport:

5.1.3.4.1 Runway markings meeting the specifications for the approach with the lowest minimums authorized for each runway.

5.1.3.4.2 Taxiway centerline and edge markings.

5.1.3.4.3 Signs identifying taxiing routes on the movement area.

5.1.3.4.4 Runway holding position markings and signs.

5.1.3.4.5 ILS critical area markings and signs.

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5.1.3.5 Contractor shall provide and maintain, when the airport is open during hours of darkness or during conditions below Visual Flight Rule (VFR) minimums, at least the following lighting systems for operations on the airport:

5.1.3.5.1 Runway lighting meeting the specifications for the approach with the lowest minimums authorized for each runway.

5.1.3.5.2 One of the following taxiway lighting systems:

5.1.3.5.2.1 Centerline lights.

5.1.3.5.2.2 Centerline reflectors.

5.1.3.5.2.3 Edge lights.

5.1.3.5.2.4 Edge reflectors.

5.1.3.5.3 An airport beacon.

5.1.3.5.4 Approach lighting meeting the specifications for the approach with the lowest minimums authorized for the runway.

5.1.3.5.5 Obstruction marking and lighting, as appropriate, on each object within its authority which constitutes an obstruction under 14 CFR Part 77, Subpart C, and "Obstruction Standards."

5.1.3.6 Contractor shall properly maintain each marking or lighting system installed on the airport. This includes: to clean, replace, or repair any faded, missing, or nonfunctional item of lighting; to keep each item unobscured and clearly visible; and to ensure that each item provides an accurate reference to the user.

5.1.3.7 Contractor shall ensure that all lighting on the airport, including that for aprons, vehicle parking areas, roadways, fuel storage areas, and buildings, is adequately adjusted or shielded to prevent interference with air traffic control and aircraft operations.

5.1.3.8 Contractor shall provide the following on its airport:

5.1.3.8.1 A wind cone that provides surface wind direction information visually to pilots. During hours of darkness, the wind direction indicators must be lighted.

5.1.3.8.2 When there is no control tower operating, the Contractor shall draw a segmented circle around one wind cone and a landing strip and traffic pattern indicator for each runway (Runway 16 is right-handed, Runway 34 is left-handed).

5.1.3.9 The Contractor shall:

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5.1.3.9.1 Prevent the construction of facilities or vehicle operations on its airport that would degrade the operation of an electronic or visual navaid and air traffic control facilities on the airport;

5.1.3.9.2 Protect, or if the owner is other than the Contractor, assist in protecting, all navaids on the airport against vandalism and theft; and

5.1.3.9.3 Prevent, insofar as it is within the airport's authority, interruption of visual and electronic signals of navaids.

5.1.3.10 Contractor shall maintain all equipment supporting contract performance in accordance with the original equipment manufacturers' most current specifications, revisions, drawings, and recommendations. Maintain and repair all airfield lighting fixtures, constant current regulators, and associated lighting components with the original equipment manufacturers' most current specifications, revisions, drawings, and recommendations, standard industry practice, and National Electric Code.

5.1.3.11 Except as permitted in this paragraph, all equipment shall be operational when required for Coast Guard use. To the maximum extent possible, Contractor shall schedule and perform recurring maintenance when Coast Guard use is not anticipated. Either precision or non-precision approaches shall be operational during all scheduled maintenance. The contractor shall respond to equipment problems or failures within two hours after notification and shall repair or replace any damaged or defective equipment within the timeframes established by FAA's Restoration Codes for airports with a public safety mission operating twenty-four (24) hours per day, seven (7) days per week.

5.1.3.11.1 In the event of replacement or upgrade of any equipment system, Contractor will coordinate all downtime in advance with Coast Guard and will make best efforts to minimize impact to Coast Guard. To the maximum extent possible, Contractor shall schedule and perform when Coast Guard use is not anticipated.

5.1.3.11.2 Contractor shall maintain a basic on-site spares kit consisting generally of parts that are mission critical, have a high frequency of repair, and have a comparatively low cost.

5.1.3.12 Control Tower services are currently not required. However, Contractor shall provide control tower services that meet FAA standards in the event that 14 CFR 170.13 establishment criteria is met (Note: This contract award does not include costs for Control Tower Services.)

5.2 Airfield Inspections and Checks.

5.2.1 **Airfield Inspection.** Contractor shall perform an Airfield Inspection at least monthly. An Airfield Inspection consists of identifying violations of established obstacle clearance criteria;

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identifying lighting, marking, and sign discrepancies; inspecting construction areas to ensure they do not present hazard to aircraft operations; and inspecting pavement conditions, including debris, rubber deposits and surface conditions, and monitor vegetation and wildlife control.

5.2.1.1 Self-Inspection Program. The Contractor shall inspect the airfield as follows:

5.2.1.1.1 Monthly, except as otherwise required by the airport certification manual or airport certification specifications;

5.2.1.1.2 When required by any unusual condition such as construction activities or meteorological conditions that may affect safe air carrier operations; and

5.2.1.1.3 Immediately (within ½ hour) after an accident or incident.

5.2.1.2 The Contractor shall provide the following:

5.2.1.2.1 Equipment for use in conducting safety inspections of the airfield;

5.2.1.2.2 Procedures, facilities, and equipment for reliable and rapid dissemination of information between airfield personnel and its users;

5.2.1.2.3 Procedures to ensure that qualified inspection personnel perform the inspections; and

5.2.1.2.4 A reporting system to ensure prompt correction of unsafe airfield conditions noted during the inspection.

5.2.1.2.5 An email shall be sent by the airfield manager to the COR with important information and pertinent items of interest. This email shall contain but is not limited to all noise complaints and/or bird strike reports.

5.2.1.3 The Contractor shall prepare and keep for the life of the contract and make available for inspection by the COR on request, a record of each inspection prescribed by this section, showing the conditions found and all corrective actions taken.

5.2.2 Airfield Check. Contractor shall perform an Airfield Check at least once a day prior to the start of normal flying operations or in response to a reported deficiency, discrepancy, or following an in-flight or landing emergency. The contractor shall check the airfield as soon as possible, but no later than ½ hour, following abnormal aircraft operations or an aircraft incident that may cause hazardous conditions. The contractor shall check the airfield during and after severe weather conditions, which may affect safe operations of the airfield. The contractor shall disseminate information telephonically or via Fax to Coast Guard through local Notices to Airmen (NOTAMS).

An Airfield Check consists of:

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5.2.2.1 Examining the primary takeoff, landing, and taxi surfaces.

5.2.2.2 Checking and determining runway surface condition, when required, and disseminate information to Coast Guard via NOTAMS.

5.2.2.3 Checking airfield lighting for serviceability.

5.2.2.4 Checking airfield Use/Access Control

5.2.3 Animal Activity. The Contractor shall respond to bird/animal/reptile activity on airfield as soon as possible. Issue appropriate NOTAMS and take appropriate dispersal/removal action. Remove remains, complete action, and document incident.

5.2.4 Change in Airfield Status. Contractor, through NOTAMS inform Coast Guard of status and condition of Airfield and of any changes in status that may cause an adjustment in the normal use or operation of the Airfield.

5.2.5 Airfield Repair. Contractor shall maintain and, within a reasonable period of time, repair any damaged or defective portion of Airfield.

5.3 Airport Operations Manual. Contractor shall maintain and promulgate to all airport tenants an Airport Operations Manual which outlines appropriate plans for operations and management of the airport. The Contractor shall update this Manual at least annually and shall crosscheck the Manual against appropriate guidance documents (see PWS 7.0, Deliverables). The Operations Manual shall include the following topics:

- a. Inspection Authority
- b. Personnel
- c. Paved Areas
- d. Unpaved Areas
- e. Safety Areas
- f. Marking and Lighting
- g. Aircraft Rescue and Fire Fighting
- h. 20-Mile Area Mishap Grid Map
- i. HAZMAT Handling
- j. Traffic Patterns and Wind Direction
- k. CTAF Procedures
- l. Self-Inspection Program
- m. Ground Vehicle Operations
- n. Obstructions
- o. Protection of Nav aids
- p. Public Protection
- q. Wildlife Hazards Management
- r. Condition Reporting
- s. Construction Reporting
- t. Non-Complying Condition

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u. Charts, Approach Plates, and their Distribution

5.3.1 Approach Plates. Contractor shall initiate and coordinate with Federal Aviation Administration (FAA) to prepare approach plates for the Airfield and promulgate them through appropriate Flight Information Publications (FLIP) agencies, including NOAA, or include them in the Airport Operations Manual. Approaches shall be submitted and updated in accordance with PWS 7.0., Deliverables.

5.3.1.1 The Airport Operations Manual shall require priority for Coast Guard Search and Rescue operations.

5.3.2 Handling and Storing of Hazardous Substances and Materials.

5.3.2.1 The Contractor shall publish and distribute requirements in the Airport Operations Manual for the protection of persons and property on the airport during the handling and storing of any material regulated by the Hazardous Materials Regulations (49 CFR Part 171, et seq.), that is, or is intended to be, transported by air).

5.3.2.2 Designate a special parking area with an adequate clear zone for aircraft with "hot brakes" or an unstable load.

5.3.3 The Contractor shall publish and distribute standards for protecting against fire and explosions in storing, dispensing, and otherwise handling fuel, lubricants, and oxygen (other than articles and materials that are, or are intended to be, aircraft cargo) on the airport. These standards shall cover facilities, procedures, and personnel training and shall address at least the following:

5.3.3.1 Grounding and bonding.

5.3.3.2 Public protection.

5.3.3.3 Control of access to storage areas.

5.3.3.4 Fire safety in fuel farm and storage areas.

5.3.3.5 Fire safety in mobile fuelers, fueling pits, and fueling cabinets.

5.3.3.6 Training of fueling personnel in fire safety in accordance with paragraph 5.4.5 of this section.

5.3.3.7 The fire code of the public body having jurisdiction over the airport.

5.4 Emergency Plan. The Contractor shall maintain an Airport Emergency Plan designed to minimize the possibility and extent of personal injury and property damage on the airport in an emergency. The Contractor's Emergency Plan may include applicable portions of the existing

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United States Air Force Emergency Plan for McClellan. This plan shall be submitted in accordance with PWS 7.0, Deliverables.

5.4.1 The plan must include procedures for prompt response to the following contingencies:

- 5.4.1.1 Aircraft incidents and accidents;
- 5.4.1.2 Bomb incidents, including designated parking areas for the aircraft involved;
- 5.4.1.3 Structural fires;
- 5.4.1.4 Natural disaster;
- 5.4.1.5 Radiological incidents;
- 5.4.1.6 Sabotage, hijack incidents, and other unlawful interference with operations;
- 5.4.1.7 Failure of power for movement area lighting; and taxi ways and runways.

5.4.2 The plan required by this section must address or include:

5.4.2.1 Emergency Response Organization shall be based on the Incident Command System (ICS).

5.4.2.1.1 The Coast Guard shall be included in the unified command for all responses to Coast Guard mishaps or incidents;

5.4.2.1.2 The Coast Guard shall lead all investigations of Coast Guard mishaps or incidents;

5.4.2.1.3 The Coast Guard will be afforded the opportunity to assign a Liaison Officer for all other mishaps or incidents that may impact Coast Guard operations

5.4.2.2 The plan required by this section must address or include:

5.4.2.3 Emergency Planning and Response security and crowd control, specifying the name and location of each safety or security agency that agrees to provide assistance for the control of crowds in the event of an emergency on the airport; and

5.4.3 The plan required by this section must publish and distribute requirements that provide for:

5.4.3.1 The marshalling, transportation, and care of injured and uninjured accident survivors;

5.4.3.2 The removal of disabled aircraft;

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5.4.3.3 Emergency alarm systems; and

5.4.3.4 Coordination of airport and control tower functions relating to emergency actions.

5.4.4 The plan required by this section shall contain procedures for notifying the facilities, agencies, and personnel who have responsibilities under the Plan of the location of an aircraft accident, the number of persons involved in that accident, or any other information necessary to carry out their responsibilities, as soon as that information is available.

5.4.5 The Contractor shall:

5.4.5.1 Coordinate its Plan with law enforcement agencies, rescue and fire fighting agencies, medical personnel and organizations, the principal tenants at the airport, and all other persons who have responsibilities under the Plan;

5.4.5.2 To the extent practicable, provide for participation by all facilities, agencies, and tenants in the development of the Plan;

5.4.5.3 Ensure that all airport personnel having duties and responsibilities under the Plan are familiar with their assignments and are properly trained;

5.4.5.4 At least once every 12 months, review the Plan with all of the parties with whom the Plan is coordinated to ensure that all parties know their responsibilities and that all of the information in the Plan is current; and

5.4.5.5 Annual drill with tenants; can be a table top exercise with Level II complexity (see McClellan Emergency Action Plan). At least once every three years conduct a Level III drill, with collaborative effort between USCG and other MCC tenants.

5.5 **Ground Vehicles and Personnel.**

The Contractor shall:

5.5.1 Limit access to movement areas and safety areas only to those ground vehicles and personnel necessary for airport operations;

5.5.2 Establish and implement procedures for the safe and orderly access to, and operation on, the movement area and safety areas by ground vehicles, including provisions identifying the consequences of noncompliance with the procedures by an employee, tenant, or contractor;

5.5.3 In an uncontrolled field environment or when an air traffic control tower is not in operation, provide adequate procedures to control ground vehicles on the movement area through prearranged procedures, signs or signals;

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5.5.4 Ensure that each employee, tenant, or contractor who operates a ground vehicle on any portion of the airport that has access to the movement area is familiar with the airport's procedures for the operation of ground vehicles and the consequences of noncompliance; and

5.5.5 If an air traffic control tower or other centralized control is in operation, ensure that each ground vehicle operating on the movement area is controlled by one of the following:

5.5.5.1 Two-way radio communications between each vehicle and the tower,

5.5.5.2 An escort vehicle with two-way radio communications with the tower to accompany any vehicle without a radio, or

5.5.5.3 Other measures acceptable for controlling vehicles, such as signs, signals, or guards, when it is not operationally practical to have two-way radio communications with the vehicle or an escort vehicle;

5.5.6 Make available for inspection any record of accidents or incidents on the movement areas involving air carrier aircraft and/or ground vehicles.

5.6 **Obstructions.** The Contractor shall ensure that each object in each area within its authority which exceeds any of the heights or penetrates the imaginary surfaces described in 14 CFR Part 77, Subpart C is removed, marked, or lighted. However, removal, marking, and lighting is not required if it is determined to be unnecessary by an FAA aeronautical study. Private, off base property, is not considered to be within the Contractor's authority.

5.7 Wildlife Hazard Management.

5.7.1 **Remedial Plan.** When any of the following events occurs on or near the airport, the Contractor shall ensure that a remedial plan acceptable to the COR is developed and executed. The Contractor may accomplish this through appropriate coordination with Fish and Wildlife, County Animal Control, and other appropriate agencies. This plan is in accordance PWS 7.0, Deliverables and shall be submitted no more than five (5) days after event occurrence.

5.7.1.1 An aircraft experiences a damaging collision with wildlife.

5.7.1.2 Wildlife of a size or in numbers capable of causing an event described in paragraph 5.7.1.1 or 5.7.1.2 of this section is observed to have access to any airport flight pattern or movement area.

5.7.2 **Plan Requirements.** The plan developed in paragraph 5.7.1 of this section shall contain at least the following:

5.7.2.1 Analysis of the event which prompted the plan.

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5.7.2.2 Identification of the species, numbers, locations, local movements, and daily and seasonal occurrences of wildlife observed.

5.7.2.3 Identification and location of features on and near the airport that attract wildlife.

5.7.2.4 Description of the wildlife hazard to flight operations.

5.7.2.5 The persons who have authority and responsibility for implementing the plan.

5.7.2.6 Priorities for needed habitat modification and changes in land use identified in the ecological study, with target dates for completion.

5.7.2.7 Requirements for and, where applicable, copies of local, state, and Federal wildlife control permits.

5.7.2.8 Identification of resources to be provided by the contract for implementation of the plan.

5.7.2.9 Procedures to be followed during flight operations, including 5.7.2.10 & 5.7.2.11

5.7.2.10 Assignment of personnel responsibilities for implementing the procedures.

5.7.2.11 Conduct of physical inspections of the movement area and other areas critical to wildlife hazard management sufficiently in advance of air carrier operations to allow time for wildlife controls to be effective.

5.7.2.12 Wildlife control measures;

5.7.2.13 Communication between the wildlife control personnel and any air traffic control tower in operation at the airport;

5.7.2.14 Notwithstanding the other requirements of this section, the Contractor shall take immediate measures to alleviate wildlife hazards whenever they are detected.

5.8 Airfield Condition Reporting.

5.8.1 The Contractor shall provide for the collection and dissemination of airport condition information to the Coast Guard.

5.8.2 In complying with paragraph 5.9.1 of this section, the Contractor shall utilize the Local Notice to Airmen (NOTAM) system.

5.8.3 In complying with PWS paragraph 5.9.1, the Contractor shall provide information on the following airport conditions that may affect the safe operations.

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5.8.3.1 Construction or maintenance activity on movement areas, safety areas, or loading ramps and parking areas.

5.8.3.2 Surface irregularities on movement areas or loading ramps and parking areas.

5.8.3.3 Objects on the movement area or safety areas.

5.8.3.4 Malfunction of any lighting system.

5.8.3.5 Unresolved wildlife hazards.

5.8.3.6 Non-availability of any rescue and firefighting capability as outlined in paragraph 5.10.

5.8.3.7 Any other condition as specified in the Airport Certification Manual or airport certification specifications, or which may otherwise adversely affect the safe flight operations.

5.9 Identifying, Marking, and Reporting Construction and Other Unserviceable Areas.

5.9.1 The Contractor shall:

5.9.1.1 Mark and, if appropriate, light:

5.9.1.1.1 Each construction area and unserviceable area which is on or adjacent to any movement area or any other area of the airport on which aircraft may be operated;

5.9.1.1.2 Each item of construction equipment and each construction roadway, which may affect the safe movement of aircraft on the airport; and

5.9.1.1.3 Any area adjacent to a navaid that, if traversed, could cause derogation of the signal or the failure of the navaid, and

5.9.1.2 Provide procedures, such as a review of all appropriate utility plans prior to construction, for avoiding damage to existing utilities, cables, wires, conduits, pipelines, or other underground facilities.

5.10 Aircraft Rescue and Fire Fighting (ARFF).

5.10.1 General. The Contractor shall provide continuous Aircraft Rescue and Fire Fighting (ARFF) response capability for aircraft flight and ground emergencies at the airfield and on Coast Guard property contiguous to the airfield. The primary requirement is for saving lives; the secondary requirement is extinguishing fire and limiting damage to aircraft and property. The requirement for services is generated primarily by U. S. Coast Guard ARFF standards for the

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protection of personnel, mission aircraft, fuel, associated equipment, and property. Air Station Sacramento operates up to 6 C-27J aircraft with a maximum taxiing weight of 67,682 pounds and a maximum fuel capacity of 21,458 pounds. There are plans to relocate the C-130 aircraft permanently to the Air Station in 2027, but there is no requirement to provide ARFF for a C-130J at this time. A C-130J has a maximum taxiing weight of 155,000 pounds and a maximum fuel capacity of 62,500 pounds.

5.10.2 ARFF Requirements. The Contractor shall comply fully with the Coast Guard ARFF requirements set forth in COMDTINST M5100.47D (series), as well as NFPA 403 and 412 standards, apart from any structural firefighting requirements.

5.10.2.1 Air Station Watch Standers primary means of activating ARFF response will be through a direct call to a telephone established by the contractor. The contractor will maintain a primary landline as well as a backup cellular line.

5.10.3 Initial Response Capabilities. The Contractor shall provide the following initial response capabilities and are subject to unannounced drills that cover the C-27J.

5.10.3.1 Initial Response Times. The major ARFF vehicles and personnel required by the following subparagraphs shall arrive at the location of the incident:

- a. C-27 J – One (1) ARFF vehicle within one (1) minute Announced or five (5) minutes Unannounced for any incident on the runways or overruns.
- b. Response times shall be defined as the interval between the time the Coast Guard Operations Center or other competent authority notifies the fire station watch stander of a declared emergency, aircraft crash or collision, or any other incident requiring an ARFF response, and the arrival of the full required complement of personnel, major ARFF vehicles and agents at the scene of the reported incident.

5.10.3.2 Initial Response Vehicles. The Contractor shall be capable of responding with at least one ARFF vehicle with at least a 1,340-gallon water capacity and capable of delivering water and/or Aqueous Film Forming Foam (AFFF) agents from all mounted turrets at a rate not less than 750 gallons per minute. The vehicle shall be capable of dispensing a complementary agent of at least 300 pounds of potassium bicarbonate powder (PKP). Powder can be substituted by a listed agent exceeding the performance of potassium bicarbonate approved by the Coast Guard. The vehicle shall meet all other applicable requirements of NFPA 412, and 414, Chapter 4.

5.10.3.3 Initial Response Personnel. Except as authorized in Section 5.10.5, the ARFF vehicle and personnel necessary to meet the minimum response requirement for the C-27J is as follows: one ARFF vehicle and shall be always staffed with three (3) personnel, including a driver/operator, a lead fire fighter (Crew Chief) and one (1) fire fighter/rescue person.

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Incident Commander: The Lead Firefighter assigned to the primary ARFF response vehicle shall be qualified to assume the duties of the Incident Commander. An additional person to assume this role is not necessary.

5.10.4 Required Response Capabilities/ARFF Response Log and Documentation. The Contractor shall maintain a log and document the date and time whenever the initial ARFF response will consist of fewer than the one ARFF vehicle and/or personnel required in Sections 5.10.3.2 and 5.10.3.3 (see 5.10.4.1, 5.10.4.2 and Exhibit 3, ARFF Vehicle Substitution Guidelines).

5.10.4.1 ARFF Vehicle Substitution Guidelines. If none of the contractor vehicles or Government furnished vehicle is available because of maintenance and repair requirements or other events beyond the control of Contractor, the Contractor shall implement the ARFF Vehicle Substitution Plan in accordance with 5.10.4.2 and Exhibit 3, ARFF Vehicle Substitution Guidelines.

5.10.4.2 ARFF Vehicle Substitution Plan. The Contractor shall submit an ARFF vehicle substitution plan in accordance with Exhibit 3, ARFF Vehicle Substitution Guidelines. This plan shall list specific substitute vehicles prior to the need for their assignment as initial response vehicles and specify implementation and procedural requirements. The Plan is intended to ensure compliance with the contract requirement that the contractor shall be capable of responding with at least one ARFF vehicle as specified in paragraph 5.10.3.2, or a force with an equivalent firefighting capability. In accordance with 7.0 deliverables the plan is due 10 days prior to contract start date and updated as changes occur (see 7.0 Deliverables and Exhibit 3 ARFF Vehicle Substitution Guidelines).

5.10.5 Notification Requirement. The Contractor shall notify the Coast Guard **within 15 minutes** whenever the initial ARFF response will consist of less than 1 ARFF vehicle and/or personnel required for the C-27J as per sections 5.10.3.2 and 5.10.3.3.

5.10.6 Training Requirements. All personnel must be certified as having met the requirements of Department of Defense Fire and Emergency Services Certification Program (DOD FESCP) or equivalent NFPA training qualifications (NFPA 1003) in effect when certified or no more than three years prior to certification.

5.10.6.1 Ongoing training shall be provided and documented for all personnel through an on-the-job program. The ongoing training program shall include as a minimum:

- a. Hot drills simulating aircraft fire emergency.
- b. Firefighting operations and tactics.
- c. Rescue and first aid procedures.
- d. Emergency equipment operation.
- e. Crash locator maps and on-station/off-station familiarization.
- f. Aircraft familiarization.
- g. Airfield emergency communication procedures.
- h. Fundamentals of combustion, fire control, and extinguishment.

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- i. Aircraft fire hazards, fuel, ordnance, lubricants, and composite materials.
- j. Hazardous material.
- k. 20-mile grid map familiarization

5.10.7 Emergency Communications System. The Contractor shall have an Emergency Communications System with the following minimum requirements:

- a. Permanently installed mobile radios in all vehicles.
- b. Station radios in the fire station.
- c. Radios shall be capable of communicating from vehicle to vehicle, to the fire dispatchers or communication centers, to potential mutual aid stations, and to Coast Guard Aircraft. Use VHF Frequency 122.975 (CTAF) or UHF 237.9 (station frequency). Portable Radios (walkie-talkies) for the lead fire fighter in each vehicle. Portable Radios shall be capable of communicating with each other and to the Fire District.

5.10.8 Administrative Reporting.

The records shall be kept and made available to the Government throughout the contract performance period and for the period after contract completion until final settlement of any claims under the contract (see PWS 7.0, Deliverables).

- a. ARFF daily journal. A daily journal shall be maintained by each ARFF organization. This journal shall be a chronological listing of all pertinent events and retained on file for the duration of the contract and turned into the COR at the end of each performance period.
- b. Response report(s). A locally produced report of the details of each response run made by the ARFF unit shall be made. These response reports shall be retained on file for the duration of the contract and turned into the COR at the end of each performance period.
- c. Record of number of times not able to respond, including date, time circumstances, and reason for the duration of the contract and turned into the COR at the end of each performance period.
- d. Fire Fighter Certification. Maintain and retain for the duration of the contract. All documents are to be made available at the request of the Contracting Officer or Representative or COR.

5.11 Environmental Services. Environmental planning shall include a response plan for a fuel spill that occurs when fueling, in the event of a fuel truck failure and in the event of an aircraft collision as required by PWS 7.0, Deliverables.

5.11.1 Expendable Materials Requirement. Furnish and have on hand at all times the following expendable materials for fuel spill containment and cleanup.

5.11.1.1 Contractor shall maintain a minimum of one 85-gallon overpack kit of fuel absorbent material for the airfield.

5.11.1.2 Contractor shall maintain a sufficient number of contractor furnished plastic bags to properly dispose of fuel soaked absorbent material.

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5.11.1.3 Contractor shall maintain a major spill containment kit and provisions for additional first responder support.

5.11.2 **Containment of Liquid Petroleum Product Leaks and Spills.** The Contractor shall deploy environment equipment and place the Contractors' fuel absorbent material on all leaks and spills that occur in the AIRSTA, Sacramento or Contractor's operating areas (regardless of cause or fault).

6.0 APPLICABLE DOCUMENTS.

6.1. The Contractor shall comply with all federal, state, and local environmental protection statutes and regulations, as well as applicable US Coast Guard policies, instructions, directives, attachments, and exhibits listed in the table below pertaining to the services required herein and to the conduct and qualifications of personnel in performance of this contract.

6.2. The Government will provide all Coast Guard publications listed upon request of the Contractor. For Other Reference Documents the Coast Guard will provide a source for or the document itself upon request. Supplements or amendments to listed publications may be issued during the life of the contract. The Contractor shall immediately implement those changes, which result in a decrease, or no change in the contract price. Upon completion of the contract, the Contractor shall return to the Government all issued publications.

Publication Number	Title
COMDTINST M11240.9D	U.S. Coast Guard Motor Vehicle Manual
COMDTINST M5100.47D	U.S. Coast Guard Safety and Environmental Health Manual
COMDTINST M5000.3B	U.S. Coast Guard Regulations
COMDTINST M5100.47	Safety and Occupational Health Manual
COMDTINST 16478.1B	Hazardous Waste Management
COMDTINST M11000.7	Facilities Energy Manual
Other Reference Documents	
FAA A/C 150-5300-13 FAA Airport Design Advisory Circular www.faa.gov	
49 CFR Part 171 and Following	
14 CFR Part 77, subpart C, Obstruction Standards	
14 CFR Part 170, subpart B - Airport Traffic Control Standards	
29 CFR 1910 (OSHA)	
49 CFR Part 171 and Following	
California Occupational Safety and Health Act	
Clean Air Act	
Comprehensive Environmental Response Compensation and Liability Act (CERCLA)	
Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)	
Federal Facilities Compliance Act	
Hazardous Materials Transportation Uniform Safety Act (HMTUS)	
National Electrical Code	

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NFPA 403 Standard for Aircraft Rescue and Fire-Fighting Services at Airports
NFPA 412 Standard for Evaluating Aircraft Rescue and Fire-fighting Foam Equipment
NFPA 414 Standard for Aircraft Rescue and Fire-Fighting Vehicles
NFPA 1003 Standard Airport Fire Fighting Professional Qualifications
NFPA 1976 Standard for Protective Clothes for Proximity Fire Fighting
NFPA 1981, Standard for Open-Circuit Self Contained Breathing Apparatus for Emergency Personnel/Fire Fighters
McClellan Emergency Action Plan
Occupational Safety and Health Act
Resource Conservation and Recovery Act
Safe Drinking Water Act
Superfund Amendments and Reauthorization Act (SARA)

7.0 DELIVERABLES.

The Contractor shall develop and submit all required deliverables as specified in this PWS and the following table to the COR and Contracting Officer. Deliverables must be submitted electronically, preferably in MS Word or Abode (current versions) format, ensuring compatibility with PC systems when applicable.

Deliverable	PWS Reference	Distribution	Due by
Community Good Neighbor Plan – Noise Complaint Log	2.3	COR	Ongoing - Advise COR if noise complaints originate from Coast Guard.
Continuous Point of Contact	2.4.1	KO & COR	Update as Occurs - Submit with proposal, 15 days prior to contract start date; submit updates as required.
Licenses and Permits	2.7.1	KO	Annually or as Required - Submit 15 days prior to contract start date; submit updates as required.
Safety Data Sheets (SDSs)	2.6.2.1	COR	Update as Occur - Submit 15 days prior to contract start date; updates as they occur.
Airfield Emails	5.2.1.2.5	COR	Ongoing - When new information or pertinent items of interest occur.
Airfield Inspection Reports	5.2.1.3	COR	Ongoing - Available for review by the COR or KO.
Airport Operations Manual	5.3	KO & COR	Annually and as Occur - Submit 15 days prior to contract start date; Annual updates and whenever updates are made.
Published Instrument Approaches	5.3.1	KO & COR	Update as Occur - Submit 15 days prior to contract start date; Submit updates as needed.
Airport Emergency Plan	5.4, 5.4.5, and 5.4.5.5	KO & COR	Update as Occur - Submit 15 days prior to contract start date, Annual review of plan; Annual drill with tenants (Level II) and Tri-annual Drill (Level III)
Wildlife Hazard Remedial Plan(s)	5.7	KO & COR	Update as Occur - Submit 5 days after event occurrence; Submit updates as they occur.

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ARFF Response Log/Documentation and Notification	5.10.4 and 5.10.5	COR	Update as Occur - Log in when Below Required Response Capability (Vehicle or Personnel) and Notify COR within 15 minutes.
Administrative Reporting (a) Daily Journal (b) Response Report (c) Non Response Record (d) Fire Fighter Certifications	5.10.8 (a)(b)(c)(d)	COR	(a) Daily (b) Each Response Run (c) Record of times not Able to Respond (d) Ongoing At the close of each option year period. Hold records for contract duration.
Environmental Plan to include Fuel Spill Response Plan	2.9 and 5.11	KO & COR	Update as Occur - Submit 15 days prior to contract start date; Submit updates as needed.
Quality Control Plan (QCP)	8.0	KO & COR	Annually - Submit 15 days prior to contract start date; Submit updates as needed.
Service Contract Report (ONLY IF AWARD IS OVER \$500K)	11.1	System for Award Management (SAM), Contracting Officer	Annually, by 31 October.
Insurance Certificate Clause Section, HSAR 3052.228-70 and FAR Clause 52.228-5	11.1 and 11.2	KO	Annually; during post award conference for Base year and fifteen (15) business days prior to beginning work under an option year.

8.0 CONTRACTOR QUALITY CONTROL REQUIREMENTS.

8.1 General. The Contractor is required to develop a comprehensive program of inspections and monitoring actions which comprise a Quality Control Plan (QCP). The Contractor shall provide adequate quality control, management, and supervision to ensure that the Contractor's performance meets all the requirements of this contract.

8.2 Contractor QC Plan (QCP). The Contractor shall submit within 15 days prior to contract start date for review and approval a QC Plan describing the Contractor's QCP program inspection system that monitors, controls, and ensures that the performance requirements of this contract are met. The plan shall establish and explain in detail how the Contractor shall sustain the quality standards for Airfield services, Navigational Aids and Instrument Approaches and Aircraft Rescue and Fire Fighting services. (See PWS 7.0, Deliverables).

8.3 QC Program/Inspection System. The QC system shall encompass all functions of the contract. It must specify areas to be inspected on both a scheduled and unscheduled basis and list the title(s) of the individual(s) conducting the inspection. The Contractor shall develop and implement quality control procedures addressing the areas identified in the PWS and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The QC program/Inspection System shall be designed to keep the Contractor's management and the Coast Guard informed of all issues affecting quality of service to include timely and effective corrective actions. The QC records shall, in part, consist of checklists of inspections and shall indicate the

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nature, frequency and number of observations made; the number and type of deficiencies found, and the nature of corrective action taken as appropriate. The Contractor shall ensure that QC includes timely and effective corrective action for all deficiencies identified by the Government. The Contractor shall make available to the Government all records of inspection.

8.4. Performance Evaluation Meetings. The Contractor may be required to meet with the COR. Meetings thereafter will be as often as necessary as determined by the COR. Time and place of the meetings will be mutually agreed upon between the Coast Guard and the Contractor. The minutes of the meetings shall be prepared by the contractor and signed by the COR and the Contractor. If the Contractor does not concur with the minutes, any areas of non-concurrence shall be stated in writing and submitted to the COR within five calendar days of receipt of the signed minutes.

8.5. Contract Discrepancy Report (CDR). When a discrepancy exists, the Contractor Officer or COR shall complete a CDR, which will be submitted, at the time of issuance, to the Contractor for completion. The Contracting Officer will evaluate the Contractor's explanation and determine the next course of action. The Contractor may request a meeting whenever a Contract Discrepancy Report (CDR) is issued. Appropriate contractual remedies may be applied in accordance with the PWS as indicated in the Contract.

9.0 GOVERNMENT QUALITY ASSURANCE REQUIREMENTS.

9.1 Quality Assurance Surveillance Plan. The Government's Quality Assurance Surveillance Plan (QASP) is independent of the Quality Control Program Plan managed by the Contractor and is not a substitute for the Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered under the terms and conditions of this contract. To facilitate the Government's (QASP), the COR will verify Contractor compliance with designated performance requirements. The Contracting Officer's Representative (COR) will provide appropriate surveillance to determine whether the Contractor's performance meets the contract requirements. Government personnel will record all surveillance observations, including reported inadequate or defective performance. The COR will periodically update the surveillance approach when the need arises. In addition, for noncompliant or untimely corrective action of identified deficiencies of specific tasks, the Contractor maybe required to re-perform the task. All costs associated with rework are the responsibility of the Contractor.

9.2. Government Observers. Government personnel, other than the Contracting Officer and the COR may, from time to time, observe Contractor operations.

10.0 GLOSSARY.

Airfield	McClellan Air Force Base (or its successor)	IMC	Instrument Meteorological Conditions
AIRSTA	US Coast Guard Air Station at Sacramento, CA	NAVAIDS	Navigational Aids
ALP	Airport Layout Plan	NFPA	National Fire Protection Association
ARC	Airport Reference Code	NOAA	National Oceanic and Atmospheric Administration
ARFF	Aircraft Rescue and Fire Fighting	NOTAM	Notice to Airmen
ARP	Airport Reference Point	OFA	Obstruction Fee Area
AWOS	Automated Weather Observation System	OFZ	Obstruction Free Zone
BRAC	Base Realignment and Closure Commission	OGE	Office of Government Ethics

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TECHNICAL EXHIBIT 3
AIRFIELD OPERATION AND MANAGEMENT SERVICES AND AIRCRAFT RESCUE AND
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CONTRACT/RFP#: 70Z08421RA1152800

GOVERNMENT FURNISHED PROPERTY

The Government will furnish the following equipment. Changes in equipment will made under the Government Property clause of this contract.

Equipment Item Acquisition (ACQ) Cost

One (1) 2001 Model P150 Air Rescue and Firefighting (ARFF) Vehicle	\$316,000
when New Emergency One Titan, Serial/Vehicle Number 4ENBAA8X110003122	

ARFF VEHICLE SUBSTITUTION GUIDELINES

A. Every reasonable effort should be made by the contractor to meet the ARFF response requirements in Section 5.10.3 of the contract. The Contractor shall submit an ARFF Vehicle Substitution Plan (see 5.10.4.2) identifying and seeking Coast Guard approval of specific potential substitute vehicles prior to the need for their assignment as initial response vehicles in accordance with the contract as per PWS 5.10.4.1 and 7.0 Deliverables. The Contractor shall submit, and the Government shall approve the Plan for the C-27J requirements prior to commencement of performance. The COR and Contractor shall maintain a list of substitute vehicles approved by the Coast Guard and update the list as changes occur.

B. In the event an unavoidable shortage of government furnished ARFF apparatus (GFP) and Coast Guard approved vehicles precludes meeting the response requirements in Section 5.10.3 of the contract, the contractor shall be capable of responding to emergencies in the time intervals specified in Section 5.10.3.1 of the contract as follows:

1. The contractor shall respond with one or more vehicles otherwise meeting the requirements of Section 5.10.3.1 of the contract that are not GFP or have not been preapproved by the Coast Guard. If the ARFF vehicle does not carry a complementary agent, the contractor shall also respond with an additional vehicle with the complementary agent required in Section 5.10.3.2 of the contract. When vehicles meeting the requirements of Section 5.10.3.1 of the contract are intended for initial response, the contractor shall notify the Coast Guard no later than 0800 of the next day following its designation as an initial response vehicle.

C. Notification. Except as described in paragraph B.1, above, notification requirements in Section 5.10.5 of the contract remain in effect.

D. Staffing. When response capability is being provided in accordance with paragraphs B.1, 2, or 3, above, all vehicles required to satisfy the minimum agent quantities shall be staffed and trained in accordance with Section 5.10.6 of the contract, Safety and Environmental Health Manual COMDINST M5100.47 (D) and NFPA 1003.

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E. Performance-based Remedies. If response capabilities described in paragraph B.1 do not comply with Section 5.10 of the contract, performance may be subject to appropriate contractual remedies in accordance with Attachment 2.

EXHIBIT C
Annual Costs

SACRAMENTO METROPOLITAN FIRE DISTRICT
MCCLELLAN ARFF COSTS
For the Years Ending September 30, 2025 through 2027

	BASE 2024-25	OPTION 2025-26	OPTION 2026-27
<u>LABOR SECTION</u>			
Salaries	\$ 1,920,621	\$ 1,957,525	\$ 2,016,961
Benefits			
Retirement Costs	1,093,843	1,137,236	1,185,631
FICA/Medicare Costs	27,849	28,384	29,246
Group Health Insurance Costs	321,222	338,080	355,660
OPEB	92,040	93,809	96,657
Workers Compensation	74,024	75,447	77,737
Total Benefits	<u>1,608,978</u>	<u>1,672,956</u>	<u>1,744,932</u>
Total Salaries and Benefits	3,529,599	3,630,480	\$ 3,761,893
Administrative overhead at 12%:	<u>423,552</u>	<u>435,658</u>	<u>451,427</u>
Total Labor Section Costs	<u>3,953,151</u>	<u>4,066,138</u>	<u>4,213,320</u>
<u>OTHER SECTION COSTS</u>			
Dispatch Services	70,361	72,472	74,646
ARFF Station Maintenance / Insurance	93,996	96,816	99,721
ARFF Vehicle Maintenance	62,560	64,436	66,369
ARFF Services and Supplies	31,061	31,993	32,952
ARFF Support Equipment and Others	31,263	32,201	33,167
ARFF Training	10,000	10,300	10,609
ARFF Foam Disposal and Replacement ⁽¹⁾	<u>172,625</u>	<u>-</u>	<u>-</u>
Total Other Section Costs	<u>471,866</u>	<u>308,218</u>	<u>317,464</u>
TOTAL METRO FIRE COST	<u>4,425,017</u>	<u>4,374,356</u>	<u>4,530,785</u>
TOTAL CLIN 00002 COST	<u>\$ 4,425,017</u>	<u>\$ 4,374,356</u>	<u>\$ 4,530,785</u>

Notes

1 Reimbursement for transition to PFAS-free firefighting foam in accordance with state and federal regulations may be deferred up to Option 2026-27. If USCG's actual cost for replacement and disposal is less than stated cost, Metro Fire will provide a credit for the difference.

2 For purposes of costing CLIN 00003 for truck repairs allowance, the hourly rate for step 3 Master Fire Mechanic is \$95.24 as of 10/1/2024 while admin overhead is set at 12%.

Assumptions:

- 1 Projected salary increase of 3.0% per year starting in January 2025 and July 2026, 2027, and 2028
- 2 Projected 3.0% Increase each year on other section costs
- 3 Admin Rate computations based on 12%.



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE
Fire Chief

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: FY2023 State Homeland Security Grant Program (SHSGP) Award

TOPIC

Acceptance of a FY2023 State Homeland Security Grant Program Award.

BACKGROUND

On December 15, 2023, the Sacramento Metropolitan Fire District (District) submitted four applications for funding totaling \$589,200 to the Sacramento County Office of Emergency Services (SacOES) through the FY2023 State Homeland Security Grant Program (SHSGP). \$253,000 was requested for a fire station target hardening project to install secure fencing and gates at several fire stations; \$165,000 was requested for the purchase of hazardous materials chemical weapons response equipment to enhance hazardous materials response capabilities; \$153,000 was requested for the purchase of interoperable communications equipment for the fire investigations unit; and \$18,200 was requested for the purchase of supplies and equipment for the Community Emergency Response Team (CERT).

DISCUSSION

On August 19, 2024, the District received an award notification from SacOES in the amount of \$153,200 to fully fund the CERT supply cache project and partially fund the fire station target hardening and HazMat chemical weapons response equipment projects. The fire investigations interoperable communications equipment project was not selected for funding.

The period of performance for the FY23 SHSGP grant ends December 31, 2025.

FISCAL IMPACT

Grant funding in the amount of \$153,200 has been added to the FY 2024/25 Final Budget. There is no match requirement.

RECOMMENDATION

Staff recommends adoption of the attached resolution accepting the FY23 SHSGP grant and requests that the Board authorize the Fire Chief or his designee to execute all required documents for the administration of the grant award.

Submitted by:


Erin Castleberry, Administrative Analyst
Planning and Development

Approved by:


Jeff Frye, Chief Development Officer
Planning and Development

ATTACHMENT: Resolution Accepting a FY2023 State Homeland Security Grant from the County of Sacramento



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION ACCEPTING A FY2023 STATE HOMELAND SECURITY GRANT FROM THE COUNTY OF SACRAMENTO

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, on December 15, 2023, the District submitted a FY2023 State Homeland Security Grant Program (SHSGP) application to the County of Sacramento's Office of Emergency Services (SacOES) totaling \$589,200 for projects including fire station target hardening, hazardous materials (HazMat) chemical weapons response equipment, Community Emergency Response Team (CERT) supply cache, and fire investigations interoperable communications equipment; and

WHEREAS, on August 19, 2024, the District received an award notification from SacOES in the amount of \$153,200 to fully fund the CERT supply cache project and partially fund the fire station target hardening and HazMat chemical weapons response equipment projects.

THEREFORE, BE IT RESOLVED, that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Accept the grant award from the County of Sacramento in the amount of \$153,200 through the FY2023 State Homeland Security Grant Program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the agreement with the County of Sacramento and further, authorizes the Fire Chief or his designee to execute the required and necessary documents to administer the funds awarded.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY **CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE
Fire Chief

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: FY2024 Economic Development Initiative – Community Project Funding Award

TOPIC

Acceptance of a FY2024 Economic Development Initiative – Community Project Funding Award.

BACKGROUND

In support of the ongoing development efforts for the Zinfandel First Responder Training Facility, the Sacramento Metropolitan Fire District (District) submitted a \$3,000,000 Congressionally Directed Spending request through Sacramento County's United States Congressional Delegation for the funding of an emergency vehicle operations course at the site. In June 2023, Congressman Ami Bera visited the Zinfandel site to hear more about the project, and ultimately endorsed the project as one of his community project requests for Fiscal Year 2024.

DISCUSSION

On March 9, 2024, the Consolidated Appropriations Act of 2024 was signed into law by the President of the United States (Public Law No. 118-42), which appropriated \$1,000,000 for the Zinfandel First Responder Training Facility Emergency Vehicle Operations Course through the U.S. Department of Housing and Urban Development (HUD). On August 27, 2024, the District received a notice of award from HUD through the FY 2024 Economic Development Initiative – Community Project Funding (CPF) grant program totaling \$1,000,000 for the Zinfandel First Responder Training Facility Emergency Vehicle Operations Course, with a period of performance through August 31, 2032.

FISCAL IMPACT

Grant funding in the amount of \$1,000,000 has been added to the FY 2024/25 Final Budget. There is no match requirement.

RECOMMENDATION

Staff recommends adoption of the attached resolution accepting the FY24 Economic Development Initiative – Community Project Funding Grant from the U.S. Department of Housing and Urban Development, and requests that the Board authorize the Fire Chief or his designee to execute all required documents for the administration of the grant award.

Submitted by:


Erin Castleberry, Administrative Analyst
Planning and Development

Approved by:


Jeff Frye, Chief Development Officer
Planning and Development

ATTACHMENT: Resolution Accepting a FY2024 Economic Development Initiative – Community Project Funding Grant from the U.S. Department of Housing and Urban Development



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION ACCEPTING A FY2024 ECONOMIC DEVELOPMENT INITIATIVE – COMMUNITY PROJECT FUNDING GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the Sacramento Metropolitan Fire District (“District”) is a political subdivision of the State of California and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, on March 15, 2023, the District submitted a \$3,000,000 Congressionally Directed Spending request through Sacramento County’s United States Congressional Delegation for the funding of an emergency vehicle operations course at the Zinfandel First Responder Training Facility; and

WHEREAS, on March 9, 2024, the Consolidated Appropriations Act of 2024 was signed into law by the President of the United States (Public Law No. 118-42), which appropriated \$1,000,000 for the Zinfandel First Responder Training Facility Emergency Vehicle Operations Course through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on August 27, 2024, the District received a notice of award from HUD through the FY 2024 Economic Development Initiative – Community Project Funding (CPF) grant program totaling \$1,000,000 for the Zinfandel First Responder Training Facility Emergency Vehicle Operations Course.

NOW, THEREFORE, BE IT RESOLVED, that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Accept a grant award from the U.S. Department of Housing and Urban Development totaling \$1,000,000 through the FY 2024 Economic Development Initiative – Community Project Funding program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute an agreement with the U.S. Department of Housing and Urban Development, and further authorize the Fire Chief or his designee to execute the required and necessary documents to administer the funds awarded.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: Opioid Remediation Activities Agreement – County of Sacramento

TOPIC

Request to authorize the execution of an agreement with Sacramento County Department of Health Services (DHS) to provide opioid remediation activities.

BACKGROUND

In response to the opioid epidemic, state, local, and tribal governments brought several lawsuits against pharmaceutical and drug distribution companies. On July 21, 2021, a \$26 billion settlement offer was made by opioid manufacturer Janssen Pharmaceuticals and distributors, McKesson, AmerisourceBergen, and Cardinal Health to resolve their liabilities in over 3,000 opioid crisis-related lawsuits nationwide, including with the State of California. The County of Sacramento was able to secure a portion of these settlement funds from the State for local opioid remediation activities.

DISCUSSION

On August 11, 2023, the County of Sacramento Department of Health Services (DHS), Division of Behavioral Health Services issued Request for Proposals (RFP) SUPT/067 to solicit qualified organizations to develop and implement opioid remediation activities, utilizing funding allocated from the State of California's opioid crisis-related settlement funds.

On October 3, 2023, the Sacramento Metropolitan Fire District (District) submitted a proposal to provide opioid remediation activities in response to RFP SUPT/067, and a contract award was subsequently approved by the Sacramento County Board of Supervisors on February 6, 2024 (Resolution #2024-0085). Since then, the County and the District have been working to finalize the agreement.

The proposed scope of work includes targeted public education as well as direct services to individuals with opioid use disorders, with a term ending on June 30, 2026. Public education efforts will be coordinated between the District's Community Relations and Mobile Integrated Health (MIH) teams and will include prevention-focused social media campaigns for the general population and youth specific programming. Direct services to be provided by the District's MIH team include linkage to treatment services, expansion of medication-assisted treatment, and implementation of a naloxone (Narcan) leave behind program.

FISCAL IMPACT

The District's total anticipated cost to provide the proposed services is \$1,100,000. The proposed agreement reflects a 100% reimbursement of this cost.

RECOMMENDATION

Staff recommends the Board adopt a resolution to authorize Fire Chief or his designee to execute and administer an agreement with the County of Sacramento for opioid remediation activities.

Submitted by:


Scott Perryman (Sep 5, 2024 16:54 PDT)
Scott Perryman, Battalion Chief
MIH Program Manager

Approved by:


Jon Rudnicki (Sep 5, 2024 16:56 PDT)
Jon Rudnicki, Assistant Chief
EMS Division

ATTACHMENTS:

Attachment 1: Resolution Authorizing the Execution of an Agreement with the County of Sacramento for Opioid Remediation Activities

Attachment 2: Opioid Remediation Activities Agreement – County of Sacramento



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR OPIOID REMEDIATION ACTIVITIES

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the County of Sacramento Department of Health Services issued Request for Proposals ("RFP") SUPT/067 for the development and implementation of opioid remediation activities; and

WHEREAS, the District submitted a proposal to provide opioid remediation activities in response to RFP SUPT/067; and

WHEREAS, the Sacramento County Board of Supervisors adopted Resolution 2024-0085 on February 6, 2024 which approved a contract award to the District to provide the proposed services.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby delegate authority to the Fire Chief or his designee to execute and administer an agreement with the County of Sacramento for opioid remediation activities.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

CONTRACT ANALYST: Janet Toro 875-9847

DHS AGREEMENT SUMMARY

CONTRACTOR's NAME: Sacramento Metropolitan Fire District

Subject of Agreement: Opioid Remediation Activities

Contract Term: February 6, 2024 through June 30, 2026

Maximum Payment to Contractor through this Agreement: \$1,100,000.00

County Counsel Approval: _____ Date _____

or

County Counsel Approval Not Required: _____ (Sacramento County Code Section)

Authorized by: 2024-0085 (Sacramento County Resolution Number or County Code Section)

Tax Waiver Granted _____

Tax Waiver Denied _____

Standard Agreement CA Agency Agr

Non Standard Agreement _____

Five or more employees letter on file

Exhibit D _____

Risk Management has approved waiver to insurance requirements

Risk Management has approved indemnification modifications

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
- 2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.
- 2.61.014 (c): Contract for services not previously provided by or to the department
- 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
- 2.61.014 (e): Contract with another governmental entity
- 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
- 2.61.014 (g): Contract requiring waiver of withholding
- 2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7206000 G/L Account: 30312100 Order #: HS SUPTOP-30

CONTRACTOR's Federal Tax Identification Number: 68-0358779

AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of February, 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO METROPOLITAN FIRE DISTRICT, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, it is the goal of COUNTY to provide a comprehensive program designed to address the treatment of alcohol and other drug abuse problems; and

WHEREAS, CONTRACTOR has appropriate experience and staff to provide opioid remediation activities; and

WHEREAS, the Sacramento County Board of Supervisors authorized the Department of Health Services to enter into an Agreement with CONTRACTOR in Resolution Number 2024-0085 approved on February 6, 2024; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Director of the Department of Health Services, or designee, has amendment authority for non-monetary changes, monetary decreases, to terminate or to assign this contract, to extend the terms as needed, and to monetarily increase the total contract amount by no more than 10 percent of the total value of the contract, so long as existing budget appropriations are not exceeded; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2026.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

XVII. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Council. Only those materials approved by County Council shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXIX. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XL. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XLI. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLII. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205.1, 3205.2, and 3205.3 (2023).)

XLIII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

SACRAMENTO METROPOLITAN FIRE DISTRICT

By _____
Timothy W. Lutz, Director, Department of Health Services, or designee. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

By _____
Adam A. House, Fire Chief

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

DRAFT

EXHIBIT A to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"

SERVICE REQUIREMENTS

I. SERVICE LOCATION(S)

Facility Name: Sacramento Metropolitan Fire District
Street Address: 10545 Armstrong Ave, Suite 200,
City and Zip Code: Mather, CA 95655

II. SERVICE PERFORMANCE MONITOR

Name and Title: Lori Miller, Human Services Division Manager
Organization: Substance Use Prevention and Treatment Services
Street Address: 7001-A East Parkway, Suite 500
City and Zip Codes: Sacramento, CA 95823

III. OVERVIEW

In partnership and collaboration with COUNTY, CONTRACTOR shall provide opioid remediation services to residents of Sacramento County. Opioid Remediation Activities should address at least one of five community priority areas; 1) Prevention and/or Treatment Social Media Campaigns for the General Population, 2) Youth Specific Programming – Social Media Campaigns, Prevention for Youth and Families, Prevention for Communities of Color, and/or Awareness and Education, 3) Harm Reduction Services, 4) Linkage to County Behavioral Health Treatment Services, 5) Expansion of Medication-Assisted Treatment.

IV. SERVICE REQUIREMENTS

A. CONTRACTOR shall provide opioid remediation services under the following community priority areas:

1. **Prevention Social Media Campaigns for the General Population:** CONTRACTOR will leverage their current online platform and relationships with local media to launch a targeted social media campaign centered on prevention. The campaign will present positive role models, with topics that include identifying opioids, the risks of opioid use, and consequences of opioid misuse. CONTRACTOR will also partner with local influencers, healthcare professionals, and other community organizations to enhance credibility and audience engagement.
2. **Youth Specific Programming – Social Media Campaigns, Prevention for Youth and Families, Prevention for Communities of Color, and/or Awareness and Education:** CONTRACTOR will leverage established partnerships with schools to provide an awareness, education, and prevention programs to middle school students grades 6-8. Programming will include live presentations covering communication, peer relationships, self-efficacy, drug resistance skills, recognition of an opioid overdose, and what to do in that situation. Programming will align with the National Institute on Drug Abuse Preventing Drug Use among Children and Adolescents (2nd Edition) curriculum.
3. **Linkage to Treatment Services, Expansion of Medication-Assisted Treatment, and Make Naloxone Available:** CONTRACTOR will provide client linkage to County Behavioral Health treatment services for mental health and substance use disorders. CONTRACTOR will provide medication-assisted treatment for those with opioid use disorders. CONTRACTOR will implement a naloxone (Narcan) leave behind program, in which this overdose reversal medication will be provided to those at risk of an overdose and/or struggling with an opioid use disorder.

V. ADDITIONAL PROVISIONS

A. Opioid Remediation Activities funding provided under this Agreement is for services to Sacramento County residents only. A person is a Sacramento County resident if he/she is currently staying in Sacramento County with the intent to remain and live in Sacramento County. Any person who comes to Sacramento County for the express purpose of qualifying

to receive opioid remediation services from a COUNTY-funded program and intends to leave Sacramento County after receipt of services, is not considered a Sacramento County resident. Proof of residency can be established by the following:

1. Any bill or correspondence current to within the previous two weeks showing the individual's name and a Sacramento County address.
2. Written statement by homeless shelter staff (if applicable) verifying that the individual has been in shelter residence continuously for the previous two weeks. Homeless beneficiaries will not be denied service if proof of residence is unavailable.
3. Current State issued identification card reflecting a Sacramento County address.
4. Other reliable evidence that establishes Sacramento County residency.

DRAFT

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SACRAMENTO METROPOLITAN FIRE DISTRICT, hereinafter referred
to as "CONTRACTOR"**

INSURANCE OR SELF-INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

DRAFT

EXHIBIT C to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR: \$1,100,000.

II. BUDGET REQUIREMENTS

- A. CONTRACTOR shall be reimbursed for services provided to the members in accordance with the service categories and rates set forth below in the amounts not to exceed the maximum payment amount of each funding source or of all funding sources combined, the maximum total payment amount of the agreement.
- B. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A of this Agreement.
- C. The budget as described below is subject to revision upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice of this revision, CONTRACTOR shall adjust services accordingly. Said revisions shall constitute an amendment to this Agreement.
- D. At the sole discretion of the COUNTY, one or more of the funding sources identified below in Section III, Budget, upon written notice from the COUNTY, may be increased or reduced to best utilize the funds to provide optimal services to the eligible residents of Sacramento County.
- E. All fund transfer requests must be approved by COUNTY.
- F. Any requests for changes to the budget sections which require an amendment must be made in writing to COUNTY by CONTRACTOR prior to March 1, 2026.

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III. BUDGET

A.

SACRAMENTO METROPOLITAN FIRE DISTRICT BUDGET	
CATEGORY	RATE/ UNIT
Fuel	\$ 1.00 Per unit
Vehicle Supplies and Maintenance	\$ 1.00 Per unit
Medical Supplies	\$ 1.00 Per unit
Electronic Documentation Software	\$ 1.00 Per unit
Radios	\$ 1.00 Per unit
Telecommunications	\$ 1.00 Per unit
Insurance	\$ 1.00 Per unit
Promotional and Educational Materials and Training	\$ 1.00 Per unit
Administrative Overhead	\$ 1.00 Per unit
Staff Expenses - Program Coordinator (0.5 FTE)	\$ 1.00 Per unit
Staff Expenses - Advanced Providers (8 PAs and NPs, 1.75 FTEs)	\$ 1.00 Per unit
Staff Expenses - Paramedic (2 FTEs)	\$ 1.00 Per unit
Staff Expenses - Medical Director (120 hours, approx. 0.06 FTE)	\$ 1.00 Per unit
Staff Expenses - Overtime	\$ 1.00 Per unit
OPIOID REMEDIATION FUNDS - HS SUPTOP-30 (RFP #SUPT/067)	\$ 1,100,000

B.

BUDGET SUMMARY	
OPIOID REMEDIATION FUNDS - HS SUPTOP-30	\$ 1,100,000
TOTAL	\$ 1,100,000

EXHIBIT D TO AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

- A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations including but not limited to the provisions of Division 10.5 of the Health and Safety Code, beginning with Section 11750 thereof, Title 9 and Title 22 of the California Code of Regulations, Drug Medi-Cal Policies, the State of California data reporting systems, Drug Program Fiscal System Manual, the State of California Department of Health Care Services (CA DHCS) Guidelines, regulations implementing the above-referenced statutes and regulations, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations.

II. LICENSING, CERTIFICATION, AND STAFFING

- A. CONTRACTOR shall be, and remain certified for both drug and alcohol treatment by the CA DHCS in accordance with program standards issued by the State. Drug Medi-Cal certification may be in lieu of program certification.
- B. Notwithstanding the provisions of Section IX (c) of the Agreement, employees who are recent graduates of treatment programs must have a minimum of twelve (12) months sobriety if they are responsible for performing counseling duties (e.g. assessment, treatment planning, individual and group treatment sessions).
- C. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable law, including current State counseling certification regulations.
- D. CONTRACTOR shall provide on-premise program staff twenty-four (24) hours per day, seven (7) days per week in residential and detoxification facilities.
- E. CONTRACTOR shall make available upon request to COUNTY, a list of persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.
- F. CONTRACTOR shall ensure that its employees providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, clients, or residents in a CA DHCS licensed or certified program are certified as defined in CCR, Title 9, Division 4, Chapter 8.

III. OPERATION AND ADMINISTRATION

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amount identified as the Maximum Reimbursable Amount in Exhibit C all space, facilities, equipment, and supplies necessary for proper provision of its services under the Agreement. In addition, CONTRACTOR agrees to furnish, for use by up to seven (7) county employees, an enclosed, clean area at CONTRACTOR's program site that meets HIPAA confidentiality and security requirements, a phone unit, phone service with voicemail, parking space, and internet access for each assigned County employee. CONTRACTOR further agrees to furnish access to copiers and fax machines (including copier and fax supplies), janitorial service and group rooms as needed. CONTRACTOR shall provide these items at no expense to COUNTY. COUNTY agrees to provide such assigned COUNTY staff with furniture, computers, locking file cabinets and all other supplies and equipment needed by such assigned COUNTY staff.

- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provision of its Articles of Incorporation and Bylaws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by COUNTY.
- C. Upon request, CONTRACTOR shall forward to the DIRECTOR copies of notices of meetings, minutes, and public information that are material to the performance of this Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All Program Announcement, Brochures, and Press Releases shall reflect Sacramento County, Department of Health Services, Division of Behavioral Health Services, Substance Use Prevention and Treatment (SUPT) Services as a collaborator in said program and/or project.

IV. CLIENT'S RIGHTS

- A. CONTRACTOR shall give to all clients written notice of their rights pursuant to and in compliance with: California Code of Regulations Title 9 Section 862 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the client's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other clients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

V. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 5328, 10850, and 14100.2 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 42, Chapter I, Part 2, Part 96, Sec. 96.132(e), USC 1320(a), USC 1320(d) -1320(d)(8), USC 290 dd-2, Code of Federal Regulations Title 45, Subtitle A, Part 160-164, Title 22, California Code of Regulations, Section 51009, California Civil Code Sections 1798.85, 1798.80 through 1798.82 and 56 through 56.37, California Health and Safety Code Sections 11845.5 and 123110 through 123149.5, and all other applicable laws and regulations to assure that:
 - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - 2. No person will unlawfully publish or disclose, or use or cause to be unlawfully published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors, and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor and is subject to fines.
- C. CONTRACTOR agrees to materially assist, and will require its subcontractors to materially assist, COUNTY in any action pertaining to such unauthorized disclosure required by applicable federal or state laws.
- D. CONTRACTOR is subject to and agrees to comply, when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.
- E. CONTRACTOR agrees to report any discovery of a breach of confidentiality to COUNTY within 48 hours of said breach.

VI. AUDIT/REVIEW REQUIREMENTS

A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors
2 CFR 200.501 requires that non-Federal entities that expend \$1,000,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).

B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$250,000, but more than \$100,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews
CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 -A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date
CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 -A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

VII. CLINICAL REVIEW AND PROGRAM EVALUATION

A. CONTRACTOR shall permit, at any reasonable time, State or COUNTY personnel to come on CONTRACTOR's premises for annual licensing and/or certification review or other inspections and evaluations the State or COUNTY requires.

B. CONTRACTOR shall also use evaluation questionnaires or other tools (e.g., ASI) for purposes of evaluation by the State or COUNTY.

C. DIRECTOR or his/her designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VIII. RECORDS

A. Client Records

CONTRACTOR shall maintain adequate client records on each individual client during the entire treatment episode that includes but is not limited to diagnostic studies (when applicable), records of client interviews, progress notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and county record maintenance requirements.

B. Medi-Cal Client Records

CONTRACTOR, if providing Drug Medi-Cal services, shall keep client records in accordance with Title 22 of the California Code of Regulations with regard to performance of treatment services and documentation requirements.

C. Service and Financial Records

CONTRACTOR shall maintain complete service and financial records that clearly reflect the actual cost of and related fees and/or Drug Medi-Cal reimbursements received for each type of service for which payment is claimed. The client eligibility determination and the fees charged to, and collected from clients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles. Narcotic Treatment Programs are excluded from this requirement due to State established fee for service rates.

D. Retention of Records

1. CONTRACTOR shall retain all records for a minimum of seven (7) years notwithstanding the provisions of Section XX (D) of the Agreement. If this Agreement contains Substance Abuse Treatment Trust Fund (SATTF) or Substance Abuse Treatment and Testing Accountability (SATTA) funds, Section XVII (B) of this Exhibit supersedes this paragraph.

2. CONTRACTOR shall maintain complete financial records that clearly reflect actual costs of staffing, supplies, services and activities as they relate to each type of service for which payment is claimed. Narcotic Treatment Programs are excluded from this requirement due to State established fee for service rates.

E. Review and Inspection of Records

At reasonable times during normal business hours, the authorized State or Federal Agencies and representatives, COUNTY or DIRECTOR, and /or their appropriate audit agency or designees shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR that pertain to services performed and determination of amount payable under this Agreement. Narcotic Treatment Programs are excluded from this requirement due to State established fee for service rates.

F. Program Records

CONTRACTOR shall maintain adequate program records and documentation of activities and services provided by staff in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State and COUNTY record maintenance requirements.

- G. Upon expiration or termination of this Agreement all client records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum of four (4) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

IX. REPORTS AND MEETINGS

- A. CONTRACTOR shall provide accurate and timely input of services provided in the Avatar System, or any replacement system, in accordance with COUNTY protocol so that COUNTY can generate a monthly report of the units of service performed.
- B. CONTRACTOR shall provide COUNTY, to the satisfaction of the DIRECTOR, with budgets and reports of planned and actual expenditures, the units of service with a description and reference to the appropriate regulation describing such service, and revenues for services provided under this Agreement. Narcotic Treatment Programs are excluded from this requirement due to State established fee for service rates.
- C. In the event that CONTRACTOR is required to file cost settlement reports or pre-payments reports with state, federal or county agencies, copies of such reports shall be filed with COUNTY, together with a reconciliation of all such reports and amounts covered by this Agreement to CONTRACTOR's total costs and revenues. Narcotic Treatment Programs are excluded from this requirement due to State established fee for service rates.
- D. CONTRACTOR shall provide COUNTY with a year-end cost settlement report no later than sixty (60) days after the close of the fiscal year. Narcotic Treatment Programs are excluded from this requirement due to State established fee for service rates.
- E. If COUNTY determines there is a No Activity Report for CONTRACTOR at the end of a reporting month, CONTRACTOR shall provide COUNTY with copies of State CalOMS, if applicable, and associated data within ten (10) days of the end of the month in which admission or discharge took place.
- F. CONTRACTOR is required to maintain a wait list in accordance with DATAR requirements which identifies those clients waiting for access to treatment that meet the federal priorities and admit those clients with priorities before those clients on the wait list who do not have priority. Priority admissions to treatment shall follow the rankings listed in Exhibit A III. C. CONTRACTOR is required to submit monthly DATAR to the State whether or not any client is on the waiting list. If CONTRACTOR is unable to electronically submit a monthly DATAR due to circumstances beyond their control, CONTRACTOR shall report the problem in writing before the established data submission deadlines, with a remediation plan to the COUNTY and State for State's approval.
- G. CONTRACTOR shall upon reasonable request and, without additional compensation therefore, make further fiscal, statistical, program evaluation, and progress reports as required by DIRECTOR or by the CA DHCS concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- H. CONTRACTOR's Executive Director or his/her designee shall attend treatment services mandatory monthly contractors' meetings.
- I. CONTRACTOR agrees that COUNTY has the right to withhold payments until CONTRACTOR has submitted any required data and reports.

X. EQUIPMENT OWNERSHIP

- A. COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and

reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement. Narcotic Treatment Programs are excluded from this requirement as equipment is not an allowable purchase under Drug Medi-Cal funding regulations.

- B. CONTRACTOR shall submit a written request to purchase any publicly funded equipment over \$300 to COUNTY. COUNTY shall review the request and forward it to the appropriate State agency for approval when necessary. CONTRACTOR shall not purchase the equipment until all necessary approvals are obtained.
- C. For all publicly funded equipment over \$300, CONTRACTOR shall provide COUNTY with the manufacturer's name, model name or number, serial number, and actual cost, including taxes, within ten (10) days after equipment is received and installed. COUNTY retains ownership of this equipment. The equipment may be entered on COUNTY's fixed asset inventory, shall be physically inventoried annually, and shall be returned to COUNTY at the end of its useful life or when COUNTY funding of the program ends, whichever occurs first.
- D. For all publicly funded equipment over \$300, CONTRACTOR shall include the invoice with the claim for reimbursement.
- E. CONTRACTOR shall contact County in writing regarding disposal of any publicly funded equipment, including leased equipment when there is an option to purchase. COUNTY will take possession of such equipment for surplus sale following COUNTY procedures or return to the appropriate State or Federal agency.

XI. STAFF TRAINING AND EDUCATION

- A. CONTRACTOR shall provide and document AIDS, ADA, and cultural competency training to staff and have documentation available for COUNTY inspection upon request. In addition, other specialized COUNTY recommended training will be provided in cooperation with SUPT Services.
- B. CONTRACTOR shall develop and maintain a written protocol outlining the agency's policy towards special needs clients to ensure nondiscrimination of protected classes of individuals.

XII. TUBERCULOSIS SCREENING FOR EMPLOYEES AND CLIENTS

CONTRACTOR shall follow these health requirements:

A. Employees

Employees and volunteers shall be screened for tuberculosis within sixty (60) days prior to starting work or within seven (7) days after the first (1st) day of employment and annually thereafter from the date of the last tuberculosis test.

B. Clients

- 1. Clients participating in residential or outpatient treatment facilities shall be screened for tuberculosis within six (6) months prior to entering treatment or within thirty (30) days after the first (1st) day of treatment. Tuberculosis screenings are good for one (1) year.
- 2. Clients participating in primarily detoxification programs are exempt.

XIII. CONTRACTOR CLIENT FEES

- A. Clients receiving publicly funded SUPT services shall not be charged a co-payment at any treatment level for treatment services rendered by a CONTRACTOR, according to the COUNTY SUPT Co-Payment Policy.
- B. CONTRACTOR shall maintain central documentation of records of collections of in-kind donations, fund-raising efforts, and other measures used to offset non-reimbursable costs associated with treatment. This applies only to detoxification services' Med-Packs, residential treatment services room and board, and transitional living/sober living environment food costs when clients are served at a central dining room, and must be in accordance with the addendum to the COUNTY SUPT Co-Payment Policy.

- C. CONTRACTOR shall not charge fees for Drug Medi-Cal services except where share of cost requirements are noted on the Medi-Cal card. CONTRACTOR shall abide by the COUNTY SUPT Services' policy of Co-Payment and Share of Cost policy.

XIV. CLAIMS FOR PAYMENT

- A. During the term of this Agreement, COUNTY shall, except as herein provided, make provisional payments for services rendered during the preceding month upon the receipt of claims submitted by CONTRACTOR. CONTRACTOR shall submit a monthly claim in the format and in accordance with the procedures prescribed by COUNTY. Notwithstanding the provisions of Section XX (B) of the Agreement, unless otherwise provided, claims shall be submitted to COUNTY no later than the tenth (10th) day of the month following the claim period, and COUNTY shall reimburse CONTRACTOR within thirty (30) days after receipt of an appropriate and correct claim, except that DIRECTOR may withhold a percentage of the final claim until receipt by DIRECTOR of a complete and accurate cost report.
- B. If DIRECTOR finds that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and advance payment will not create an undue risk that payment could be made for services which are not rendered, the DIRECTOR may authorize a one (1)-time advance in an amount not to exceed ten percent (10%) of the Maximum Payment to CONTRACTOR through this Agreement at the time the advance is made. Advanced funds shall be offset against actual reported expenditures throughout the year or by other arrangements as approved by the DIRECTOR. For Agreements of less than a twelve (12)-month period, the one (1)-time advance amount may not exceed ten percent (10%) of a twelve (12)-month equivalent of the Maximum Payment to CONTRACTOR through this Agreement at the time the advance is made. Advances may be approved primarily for start-up costs of new programs or one (1)-time expenses.
- C. Format or other changes may be made by COUNTY to claim forms from time to time as needed and furnished to CONTRACTOR for billing purposes. All claims shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. CONTRACTOR and COUNTY agree that COUNTY may withhold payment until receipt of billing in the prescribed detail and format.
- D. It is understood that the validity of such monthly claims, in terms of their compliance with state regulations, is subject to the review of the State of California and COUNTY and that COUNTY will be making payments on said claims in advance of said review and approval by the State, and in advance of other reimbursement by the State to COUNTY for sums expended thereunder. In the event that COUNTY is not reimbursed by the State for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days or, at the sole discretion of DIRECTOR, COUNTY may withhold such amounts from any payments due under this Agreement or any successor Agreement. In the case of Drug Medi-Cal claims disapproved by the State, CONTRACTOR shall take all actions necessary to obtain such approval.
- E. For corrections to claims CONTRACTOR shall submit a claims correction spreadsheet to COUNTY with the monthly claim.
- F. If a post-Agreement audit, conducted in accordance with standard accounting procedures, finds that the actual aggregate costs for all services furnished pursuant to this Agreement are lower than the payments made by COUNTY, or if any payments made by COUNTY are not reimbursable in accordance with the terms of the Alcohol Services Reporting System, the Drug Program Fiscal System Manual, or Drug Medi-Cal policies or any funds administered through the CA DHCS, the difference shall be repaid by CONTRACTOR forthwith by cash payment or at the sole discretion of DIRECTOR as a credit on future billings, including future billings on future contracts. If such post-Agreement audit finds that the actual cost of any service furnished hereunder are higher than the payments made by COUNTY for that service, then the difference will not be paid to CONTRACTOR.
- G. In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between CONTRACTOR and COUNTY, CONTRACTOR shall, within thirty (30) days of termination of this Agreement, declare to COUNTY any and all accounts receivables and assign to COUNTY billings to all clients and/or payers for services rendered clients for which claims have been or are being made to COUNTY for reimbursement.

XV. DRUG MEDI-CAL CLAIMS

- A. CONTRACTOR billing for Drug Medi-Cal services shall enter all clients and services as they are provided into the COUNTY Avatar system. CONTRACTOR shall submit all the State required forms including but not limited to CA DHCS 100186 and/or CA DHCS 6065 for Drug Medi-Cal billing to COUNTY each month. In addition, CONTRACTOR shall

identify and record any third party insurance required to enable the COUNTY to successfully seek Drug Medi-Cal reimbursement as required by the State. If corrections are required to a previously claimed service CONTRACTOR shall submit all COUNTY required forms including, but not limited to, Claims Correction Spreadsheet to COUNTY in accordance with the published COUNTY Avatar billing schedule and processes. These requirements are in addition to the regular claim requirements discussed in Paragraph XV.

- B. CONTRACTOR shall comply with the requirements imposed by statutes, regulations and rules governing certification, coverage and reimbursement by Medi-Cal.
 - i. CONTRACTOR shall confirm Medi-Cal eligibility monthly for all clients receiving services.
 - ii. CONTRACTOR shall update the COUNTY Avatar system as eligibility status changes for every client.
 - iii. CONTRACTOR shall maintain proof of client Drug Medi-Cal eligibility in their records.

XVI. SUBSTANCE ABUSE AND CRIME PREVENTION ACT OF 2000 SERVICES, CLAIMS, GUIDELINES, AND FINANCIAL RECORDS

- A. CONTRACTOR shall utilize all applicable treatment funds available in their contract to bill for Substance Abuse and Crime Prevention Act of 2000 (Proposition 36) services. Proposition 36 is an unfunded mandate at this time.
- B. As required by Title 9, California Code of Regulations, section 9535(g), and notwithstanding the provisions of Section XX (D) of the Agreement, CONTRACTOR shall retain all records documenting the use of all applicable treatment funds for a period of five (5) years from the end of the fiscal year or until completion of the CA DHCS annual audit and resolution of any resulting audit issues if the audit is not resolved within five (5) years.

XVII. USE OF FUNDS AND PAYMENT LIMITATION

- A. Under the SUPT Services' System of Care policies and procedures, when applicable, CONTRACTOR will be required to obtain SUPT Services authorization for treatments to receive payments for publicly funded treatment services.
- B. Exhibit C is subject to revision upon written notice by COUNTY to CONTRACTOR as provided in the basic Agreement. Upon notice of revision, CONTRACTOR shall adjust services accordingly. Said revisions shall constitute an amendment to this Agreement.
- C. None of the funds made available through this contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 202 of the Controlled Substances Act (21 USC 812).
- D. No funds made available through this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- E. SAPT Block Grant funds may not be used to pay a salary in excess of the rate of basic pay Level I of the Executive Schedule, as found in <http://www.opm.gov/oca>.

XVIII. ADDITIONAL DRUG MEDI-CAL REIMBURSEMENT REQUIREMENTS

- A. CONTRACTOR, if providing Drug Medi-Cal services, shall comply with Title 22 and/or Title 9 of the California Code of Regulations with regard to performance of treatment services and documentation requirements.
- B. CONTRACTOR assumes all risk for denial of Drug Medi-Cal claims.
- C. For Enhanced Care Management (ECM) authorized contracts, CONTRACTOR shall be responsible for costs associated with denied CalAIM ECM claims. CONTRACTOR is responsible to make the appropriate corrections to CalAIM ECM denials in accordance with COUNTY policy.
- D. Any CONTRACTOR providing Drug Medi-Cal related services to clients also receiving Drug Medi-Cal Narcotic Treatment Program services should ensure that double billing does not take place by subcontracting with Narcotic Treatment Program providers for Narcotic Treatment Program services.
- E. Any client of a CONTRACTOR providing Narcotic Treatment Program services is entitled to a pre-termination fair hearing. Sacramento County SUPT Services will provide an impartial fair hearing officer. The fair hearing officer will always be someone who is an impartial party, and not involved in patient care.

XIX. BASIS FOR ADVANCE PAYMENT

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.
- G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

XX. AMENDMENTS

- A. DIRECTOR may execute an amendment to this Agreement provided that:
 - 1. An increase in the maximum contract amount resulting from the amendment does not exceed the Director's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
 - 2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

XXI. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

- A. CONTRACTOR agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999). By signing the contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
- B. CONTRACTOR shall develop an agency-specific policy that addresses alcohol industry sponsorship and avoids use of alcohol as a primary component of any organizational event or fundraiser. CONTRACTOR shall not accept funds or in-kind donations from any company whose principal business is the production, marketing or distribution of alcoholic beverages, including trade organizations whose primary activity is advocacy or promotion on behalf of the alcohol industry.

XXII. INTRAVENOUS DRUG USE (IVDU) TREATMENT

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23(b) of PHS Act).

XXIII. SYSTEM REQUIREMENTS

- A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Department of Information Technology (DTech) for use of COUNTY computers, software and systems.
- B. CONTRACTORS shall utilize the COUNTY Avatar system for contracted functions including, but not limited to, client demographics, services/charges, assessments, treatment plans, and progress notes. CONTRACTOR has the right to choose not to use the COUNTY Avatar system but must comply with all necessary requirements involving electronic health information exchange between the CONTRACTOR and the COUNTY. The CONTRACTOR must submit a plan to the COUNTY for approval demonstrating how the requirement will be met.

XXIV. ADMISSION POLICIES

CONTRACTOR's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that clients are accepted for care without discrimination as described in this Agreement.

XXV. HEALTH AND SAFETY

- A. CONTRACTOR shall maintain a safe facility.
- B. If applicable, CONTRACTOR shall store and monitor medication usage in compliance with all applicable state, federal, and county laws and regulations.

XXVI. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal Code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

XXVII. BACKGROUND CHECKS

- A. For services to minors, CONTRACTOR shall, at a minimum, not assign or continue the assignment of any employees, agents (including subcontractors), students or volunteers ("Assigned Personnel") who have been convicted of a serious or violent felony as defined in the California Penal Code sections 667.5, 1192.7 and 1192.8 or an analogous conviction from another jurisdiction.
- B. For services to adults, CONTRACTOR shall submit reasonable standards for background checks and any acceptable or unacceptable criminal convictions to the COUNTY for review, including the length of time passed from criminal convictions for all Assigned Personnel. Upon acceptance by the COUNTY of CONTRACTOR's standards, CONTRACTOR shall be responsible for maintaining the approved standards in regard to all personnel decisions.

XXVIII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CONTRACTOR'S services shall comply with the Federal Trafficking Victims Protection Act of 2000 and amendments thereto.

XXIX. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is \$5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

EXHIBIT E to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"

SCHEDULE OF FEDERAL FUNDS

- I. If box is checked, there are no Federal funds in this contract.
- II. If box is checked, there are Federal funds in this contract. CONTRACTOR is NOT a subrecipient.
- III. If box is checked, there are Federal funds in this contract. CONTRACTOR IS a subrecipient.

Federal funding details for this contract are as follows:

A.	Assistance Listing Number (ALN):	
	ALN Title:	
	Award Name and Federal Award Identification Number (FAIN):	
	Award Year:	
	Were funds awarded for research and development activities?	
	Name of the Federal awarding agency:	
	Amount in this contract:	
B.	Assistance Listing Number (ALN):	
	ALN Title:	
	Award Name and Federal Award Identification Number (FAIN):	
	Award Year:	
	Were funds awarded for research and development activities?	
	Name of the Federal awarding agency:	
	Amount in this contract:	

- IV. Total Federal Funds in this contract: \$0
- V. CONTRACTOR'S UEI Number is: N/A
- VI. CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VII. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph III of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

**EXHIBIT F to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO METROPOLITAN FIRE DISTRICT

BY: _____

DATE: _____



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE
Fire Chief

DATE: September 12, 2024
TO: Board of Directors
SUBJECT: Amendment to Capital Improvement Program Plan FY 2024/25 – 2028/29

TOPIC

Request to amend the Capital Improvement Program Plan for FY 2024/25 – 2028/29.

BACKGROUND

On June 13, 2024, the Sacramento Metropolitan Fire District's (District) Board of Directors adopted Resolution 2024-089 to adopt the Capital Improvement Program Plan (CIP) for FY 2024/25 – 2028/29, which authorized the implementation or continuation of twenty-seven (27) capital projects totaling \$51,908,513.

DISCUSSION

As part of the District's final budgeting process, three (3) projects approved in the FY 2024/25 CIP have been updated to reflect actual costs. Changes include increases in actual costs of Type I Engines and a Ladder Truck; and an update to the Zinfandel Phase 3 Buildout project to re-budget unspent project funds from FY 2023/24.

FISCAL IMPACT

The net impact of the changes described above was an increase of \$518,959 in CIP project costs. All applicable changes are reflected in the proposed FY 2024/25 Final Budget.


RECOMMENDATION

Staff recommends the Board adopt the attached resolution to amend the Capital Improvement Program Plan for FY 2024/25 – 2028/29.

Submitted by:


Erin Castleberry
Administrative Analyst

Approved by:


Jeff Frye
Chief Development Officer

ATTACHMENTS:

Attachment 1: Resolution Amending the Capital Improvement Program Plan FY2024/2025 – 2028/2029

Attachment 2: Capital Improvement Program Plan FY2024/2025 – 2028/2029



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PROGRAM PLAN FY 2024/2025 – 2028/2029

WHEREAS, the Sacramento Metropolitan Fire District (“District”) is a political subdivision of the State of California (“State”) and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, on June 13, 2024, the District adopted Resolution 2024-089 to approve the Capital Improvement Program Plan for FY 2024/25 – 2028/29 (CIP Plan), which recommended the funding of 28 capital projects; and

WHEREAS, in accordance with the District’s Capital Improvement Program Policy, the District has prepared an amended CIP Plan for FY 2024/25 – 2028/29 which reflects changes identified during the preparation of the District’s Final Budget for FY 2024/25; and

WHEREAS, the FY 2024/25 Final Budget reflects the funding of the recommended capital projects for FY 2024/25.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby adopt the amended CIP Plan for FY 2024/25 – 2028/29 and authorize the funding of the recommended capital projects for FY 2024/25.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

**METRO
FIRE
SACRAMENTO**

WELLNESS, HEALTH & SAFETY
DIVISION



WELLNESS, HEALTH & SAFETY

Represents All Metro Fire

- Suppression and Non-Suppression
- Division Takes The Lead

PHASED APPROACH

- Phases 1-4
 - Visit Successful Wellness Centers
 - Annual Physical Exams
 - Peer Support
 - Physical Therapy
 - Cancer/Cardiac Screenings
 - Cancer Task Force
 - Exposure Reduction Program

1 YEAR PLAN

- Establish Tailored Physical Exam
- Identify Screening Profile
- Full-Time Peer Support
- Full-Time Physical Therapy
- Seek Alternative Funding Mechanisms
- Strengthen Member Wellness Culture

3-5 YEAR PLAN

- Establish Metro Fire Wellness Center
 - Identify Member Resource Needs
 - Secure Location
 - Contract/Hire Health Care Providers
 - Pursue Funding/Partnerships
 - Collaborate with 522

QUESTIONS?



FY 2024/25 FINAL BUDGET

- August 22, 2024 -

Presented by:
Dave O'Toole
Chief Financial Officer



FINAL BUDGET OVERVIEW

FY 2024/25 Final Budget

General Fund		
	<i>Preliminary</i>	FINAL
Revenues	280,811,108	287,855,942
Expenditures	304,466,472	309,176,028
Other Financing Sources	16,842,663	15,440,021
Change in Fund Balance	-6,812,701	-5,880,065
<i>Projected Reserve Transfer</i>	\$ 6,812,701	\$ 5,880,065

Projected June 30, 2025 General Fund Reserve - AMOUNT	\$ 34,669,214	\$ 36,819,935
Projected June 30, 2025 General Fund Reserve - PERCENT	11.3%	11.7%

All Funds

<i>Preliminary</i>	FINAL
322,106,767	330,979,679
373,991,152	382,493,546
17,369,542	17,886,251
-34,514,843	-33,627,616



FUND BALANCE SUMMARY

FY 2024/25 FINAL BUDGET OVERVIEW: ALL FUNDS

	GENERAL FUND	CAPITAL FACILITIES FUND	LEASED PROPERTIES FUND	GRANTS FUND	DEVELOP-MENT IMPACT FEES FUND	IGT FUND	SPECIAL PROJECTS FUND-ZINF TRNG SITE	TOTALS
Estimated Beginning Fund Balance, July 1, 2024	\$ 42,700,000	\$ 5,758,637	\$ 1,477,671	\$ 335,371	\$ 9,570,042	\$ (385,397)	\$ 14,035,824	\$ 73,492,148
Revenues	287,855,942	-	1,193,651	1,752,634	3,000,000	35,773,820	260,000	329,836,047
Expenditures	309,176,028	26,220,343	787,867	1,983,418	15,241,918	13,813,440	14,126,877	381,349,891
Other Financing Sources (Uses)	15,440,021	21,345,201	-	4,113	2,671,876	-21,574,983	-	17,886,228
Change in Fund Balance	-5,880,065	-4,875,142	405,784	-226,671	-9,570,042	385,397	-13,866,877	-33,627,616
Estimated Ending Fund Balance, June 30, 2025	\$ 36,819,935	\$ 883,495	\$ 1,883,455	\$ 108,700	\$ -	\$ -	\$ 168,947	\$ 39,864,532



FINAL BUDGET – GENERAL FUND REVENUES

- **Projected General Fund Revenue of \$287.9 million, a \$13.2 million (4.8%) increase from the prior year, FY 2023/24 Budget, including:**
 - **Property taxes: \$213.1 million, a \$9.8 million increase**
 - **Charges for services: \$67.7 million, a \$5.0 million increase, including:**
 - EMS (Medic) fees: \$50.4 million, a \$929,000 increase
 - CRRD fees: \$5.9 million, a \$940,000 increase
- **Net IGT revenue transferred to General Fund: \$21.6 million, approximately \$1.8 million more than FY 2023/24.**



FINAL BUDGET – GENERAL FUND REVENUES

IGT Fund Programs

➤ Voluntary Rate Range Program (VRRP)

- VRRP is an intergovernmental transfer program, where District funds are transferred to the State DHCS, who combines local agency funds to pull down federal funds to provide medical transport services for the uninsured and Medi-Cal beneficiaries.
- FY 2024/25 revenues of \$15.4 million, IGT transfer of \$6.2 million to DHCS
- ***Net income \$8.4 million, \$300,000 less than prior year due to exit of one health care plan.***

➤ Public Provider Ground Emergency Medical Transport (PPGEMT) Program

- PPGEMT Program established under AB 1705 (2019). Supports certain Medi-Cal beneficiaries, replacing former GEMT program with a flat payment per Medi-Cal transport of \$1065 (approximately \$947 higher than previous rate).
- FY 2024/25 revenues of \$20 million, IGT transfer of \$6.8 million to DHCS,
- ***Net income \$13.2 million***



FINAL BUDGET – GENERAL FUND EXPENDITURES

- **Projected General Fund expenditures of \$309.2 million, a \$28.5 million (10.2%) increase from prior year.**
 - **Labor Budget (compensation and benefits): \$260.4 million, \$21.1 million (8.8%) higher than FY 2023/24**
 - Labor costs will be 84.1% of General Fund revenues and net IGT transfers in
 - **Services and Supplies Cost: \$44.3 million, \$6.4 million (16.7%) higher than prior year.**



GENERAL FUND EXPENDITURES: LABOR

- **Total Compensation: \$146.0 million**, \$10.8 million (8.0%) more than prior year. Includes:
 - Wages \$9.2 million (11.9%) higher
 - Final Budget property tax estimate increase triggered additional 1% wage increase (now 4% wage increase effective 1/1/25)
 - Constant staffing (overtime) \$710,000 (2.7%) higher
 - Incentive pays for EMT, paramedic, education, haz-mat, and longevity \$826,000 (5.0%) higher
 - Employee behavioral wellness incentive continues at \$2.9 million annually
- **Total Benefits: \$114.4 million**, \$10.3 million (9.9%) more than FY 2023/24. Includes:
 - Increased CalPERS pension contributions (Safety and Misc.) of \$8.8 million (16.6%)
 - Increased employee medical costs of \$2.3 million (13.9%)
 - Decreased workers compensation costs of \$533,000 (-11.2%)



GENERAL FUND EXPENDITURES: SERVICES & SUPPLIES

- **Service and Supplies budget totals \$44.3 million. Increases include:**
 - \$886,000 for the District's liability and property insurance premiums
 - \$354,000 in fire equipment servicing
 - \$461,000 in safety clothing and supplies
 - \$975,000 in election services
 - \$418,000 in Dispatch services, mainly related to a new contract for Dispatch employees

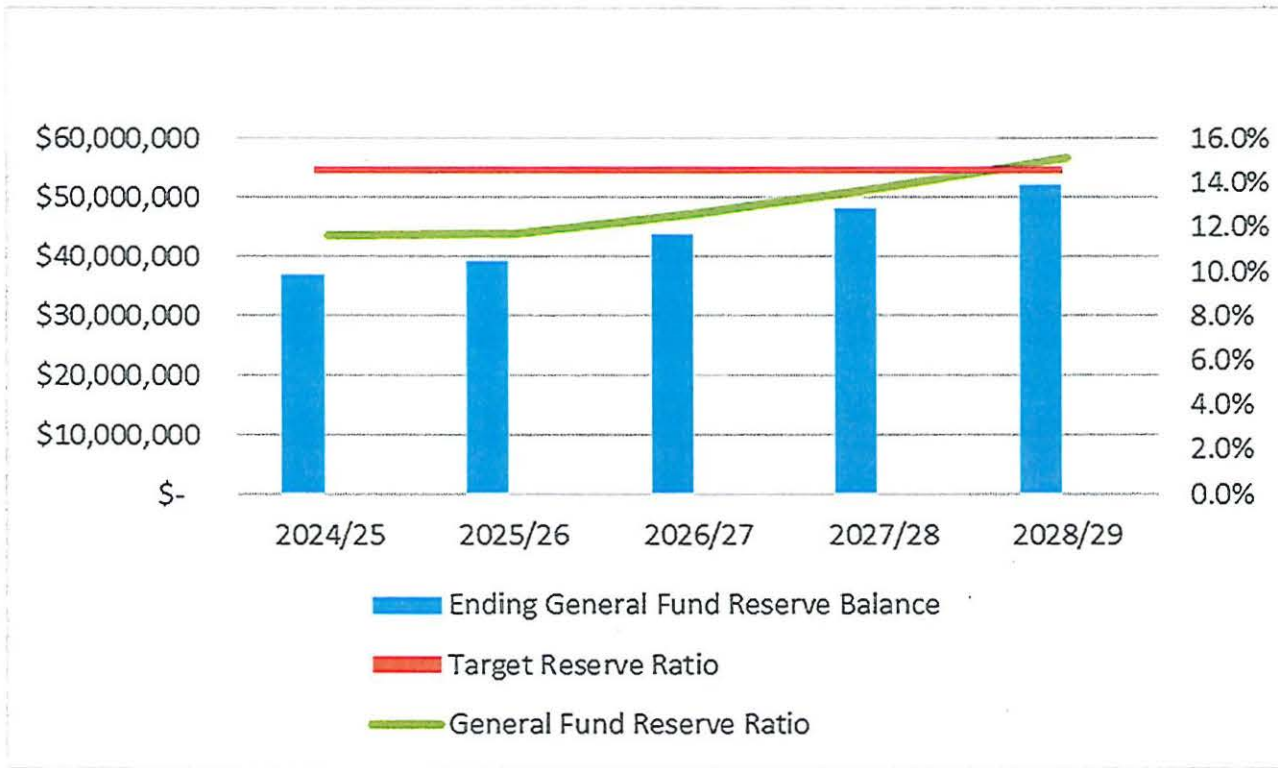


CAPITAL OUTLAY SUMMARY

- **Total spending of \$50.9 million, including \$20.5 million committed from the Capital Facilities Fund.**
- Major capital outlay projects funded using capital facilities funds include:
 - One ladder truck replacement: \$1.8 million
 - Four new ambulance replacements: \$1.2 million
 - Five Type I engine replacements: \$5.8 million
 - Four Type III engine replacements: \$2.2 million
 - Technology storage appliance replacements: \$254,000
- Major capital outlay facilities projects funded with other funds:
 - Grant Line 220 Land Acquisition: \$2.4 million Development Impact Fees Fund
 - Vineyard Springs Station Build: \$10.0 million Development Impact Fees Fund
 - Zinfandel Training Center: \$16.8 million Special Projects Fund

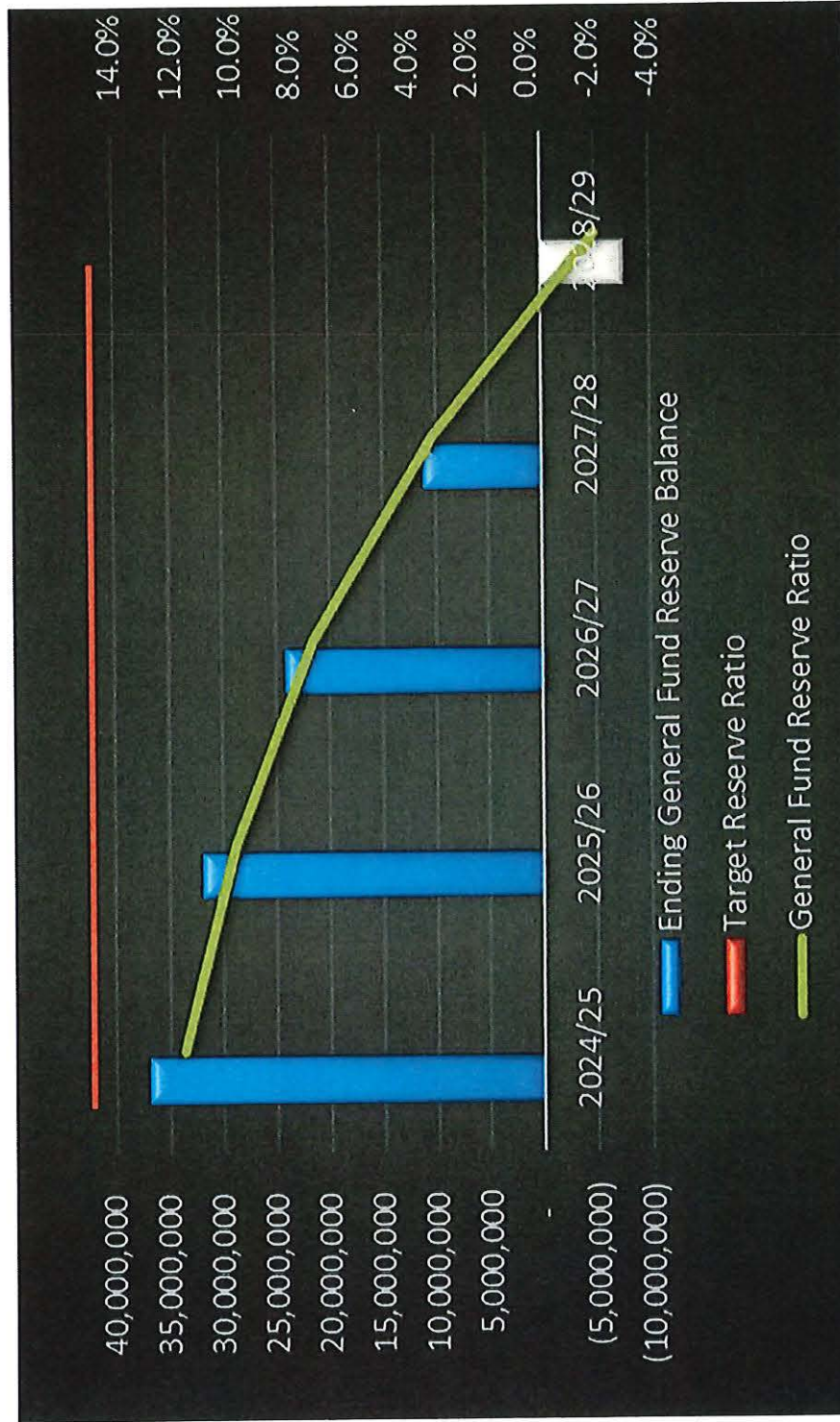


FORECAST: General Fund Reserves & Property Tax Growth



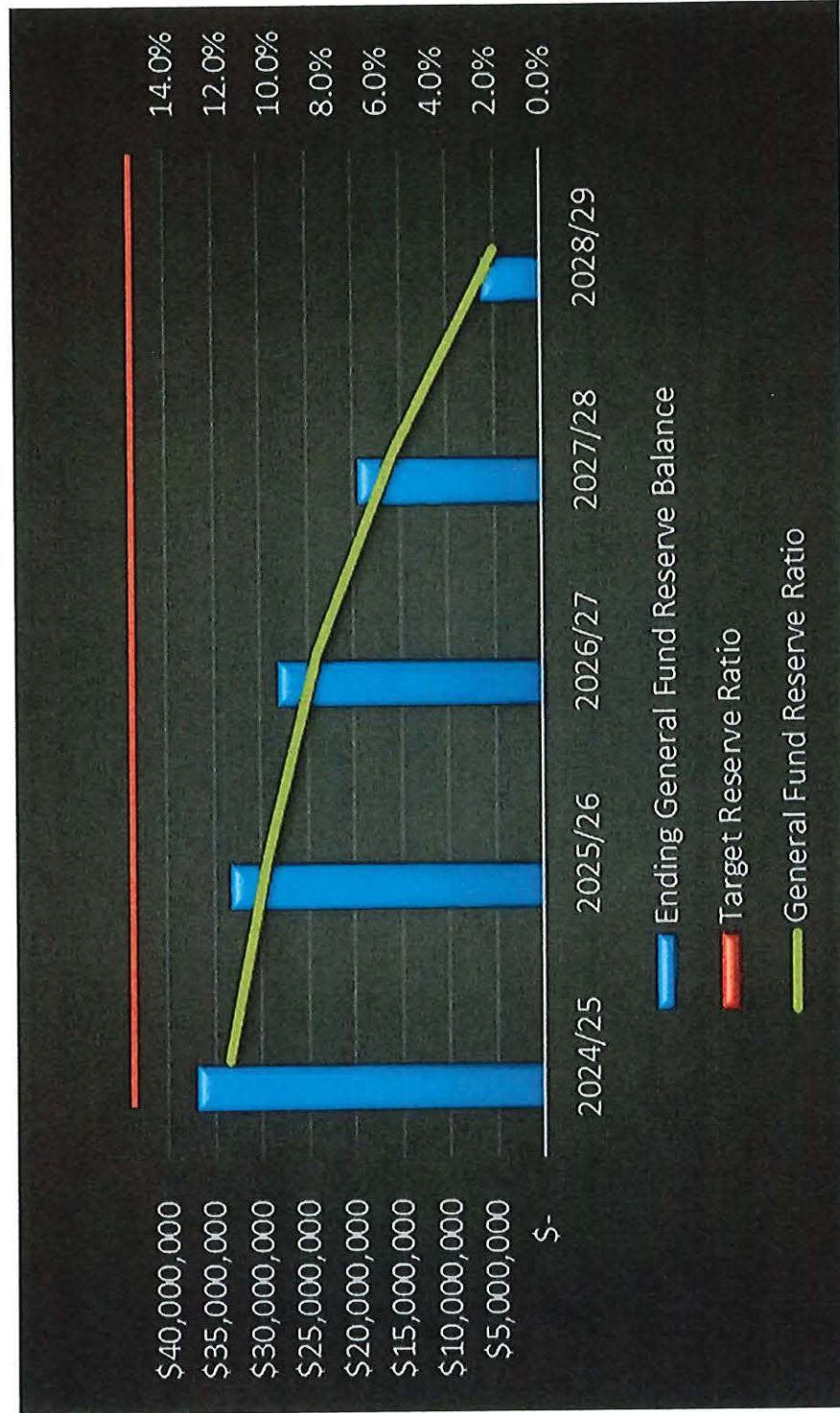


SCENARIO: One Percent Property Tax Growth, 2024/25 - 2028/29





SCENARIO: Six Percent Compensation Growth, 2024/25 – 2028/29





FY 2024/25 FINAL BUDGET SUMMARY

- District's General Fund budget is balanced by a reserve transfer, reducing General Fund reserve by \$5.9 million.
- Final Budget forecasted General Fund reserve declined from 13.4 percent in FY 2023/24 budget to 11.7 percent in Final Budget.
- General Fund revenue growth, including net transfers, is budgeted 5.3 percent higher than prior year.
- General Fund expenditure growth budgeted 8.8 percent higher than prior year.
- PPGEMT and VRRP add a net \$21.6 million to the District's budget.
- Five-year forecast shows reserve borrowing likely one-time and gradual property tax growth will lead to steady increase in General Fund reserve—subject to significant changes in property tax trends and labor costs.



FY 2024/25 FINAL BUDGET

Recommendation: Approve resolutions adopting the Final Budget amendments for the fiscal year ending June 30, 2025.

Questions?



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE GENERAL OPERATING FUND 212A FOR FISCAL YEAR 2024/2025

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the General Operating Fund 212A for Fiscal Year 2024/2025 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for General Operating Fund 212A for the Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the following table, as set forth in the attached exhibits:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2024/25
10	212A	2129212	2129212000	SALARIES & EMPLOYEE BENEFITS	\$260,375,832
20	212A	2129212	2129212000	SERVICES & SUPPLIES	44,313,140
30	212A	2129212	2129212000	OTHER CHARGES	4,487,056
50	212A	2129212	2129212000	OPERATING TRANSFER OUT (To 212D)	6,130,826
50	212A	2129212	2129212000	OPERATING TRANSFER OUT (To 212G)	4,136
59	212A	2129212	2129212000	OPERATING TRANSFER IN (From 212M)	-21,574,983
					<u>\$293,736,007</u>

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources, Fund Balance Available and Property Taxes.

RESOLUTION 2024-XXX

Page 2

BE IT FURTHER RESOLVED that the Final Budget for Fund 212A for Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:

Exhibit A: 212A Final Budget Summary for FY2024/25 Schedule

Exhibit B: 212A Revenue Detail Schedule

Exhibit C: 212A Expenditure Detail Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE MIDYEAR BUDGET FOR THE CAPITAL FACILITIES FUND 212D FOR FISCAL YEAR 2024/2025

WHEREAS, the Sacramento Metropolitan Fire District (“District”) is a political subdivision of the State of California (“State”) and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, hearings have been terminated during which time all additions and deletions to the Midyear Budget for the Capital Facilities Fund 212D for Fiscal Year 2024/2025 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Midyear Budget for the Capital Facilities Fund 212D for the Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the following table, as set forth in the attached Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2024/25
10	212D	2123000	2123000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212D	2123000	2123000000	SERVICES & SUPPLIES	-
30	212D	2123000	2123000000	OTHER CHARGES	5,674,949
41	212D	2123000	2123000000	CAPITAL ASSETS-LAND	-
42	212D	2123000	2123000000	CAPITAL ASSETS-STRUCTURES	139,230
43	212D	2123000	2123000000	CAPITAL ASSETS-EQUIPMENT	20,406,164
44	212D	2123000	2123000000	CAPITAL ASSETS-SOFTWARE	-
59	212D	2123000	2123000000	OPERATING TRANSFER IN (From 212A)	-6,130,826
					\$20,089,517

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

RESOLUTION 2024-XXX

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BE IT FURTHER RESOLVED that the Midyear Budget for Fund 212D for Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:

Exhibit A: 212D Final Budget Summary for FY2024/2025 Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE GRANTS FUND 212G FOR FISCAL YEAR 2024/2025

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Grants Fund 212G for Fiscal Year 2024/2025 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final in the Grants Fund 212G for the Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the following table, as set forth in Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2024/25
10	212G	2126000	2126000000	SALARIES & EMPLOYEE BENEFITS	\$ 1,699,461
20	212G	2126000	2126000000	SERVICES & SUPPLIES	337,612
30	212G	2126000	2126000000	TAXES, LICENSES, DEBT SRVC & OTHERS	-
42	212G	2126000	2126000000	CAPITAL ASSETS-NON-STRUCTURES	1,000,000
43	212G	2126000	2126000000	CAPITAL ASSETS-EQUIPMENT	90,000
59	212G	2126000	2126000000	OPERATING TRANSFER IN (From 212A)	-4,136
					\$ 3,122,937

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

BE IT FURTHER RESOLVED that the Final Budget for Fund 212G for Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:

Exhibit A: 212G Final Budget Summary for FY 2024/25 Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE DEVELOPMENT IMPACT FEES FUND 212I FOR FISCAL YEAR 2024/2025

WHEREAS, the Sacramento Metropolitan Fire District (“District”) is a political subdivision of the State of California (“State”) and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Development Impact Fees Fund 212I for Fiscal Year 2024/2025 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Development Impact Fees Fund 212I for the Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the following table, as set forth in the attached Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2024/25
20	212I	2129000	2129000000	SERVICES & SUPPLIES	\$ 90,000
41	212I	2129000	2129000000	CAPITAL ASSETS-LAND ACQUISITION	2,400,000
42	212I	2129000	2129000000	CAPITAL ASSETS-STRUCTURES	12,751,918
					\$ 15,241,918

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

BE IT FURTHER RESOLVED that the Final Budget for Fund 212I for Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:
Exhibit A: 212I Final Budget Summary for FY 2024/25 Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE LEASED PROPERTIES FUND 212L FOR FISCAL YEAR 2024/2025

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Leased Properties Fund 212L for Fiscal Year 2024/2025 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget in the Leased Properties Fund 212L for the Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the following table, as set forth in the attached Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2024/25
10	212L	2127000	2127000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212L	2127000	2127000000	SERVICES & SUPPLIES	543,061
30	212L	2127000	2127000000	OTHER CHARGES	244,806
41	212L	2127000	2127000000	CAPITAL ASSETS-LAND	-
42	212L	2127000	2127000000	CAPITAL ASSETS-STRUCTURES	-
59	212L	2127000	2127000000	OPERATING TRANSFER IN (From 212A)	-
					\$ 787,867

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

BE IT FURTHER RESOLVED that the Final Budget for Fund 212L for Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:
Exhibit A: 212L Final Budget Summary for FY2024/25 Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE IGT FUND 212M FOR FISCAL YEAR 2024/2025

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the IGT Fund 212M for Fiscal Year 2024/2025 were made;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget in the IGT Fund 212M for the Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the following table, as set forth in the attached Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2024/25
20	212M	2121100	2121100000	SERVICES & SUPPLIES	\$ 13,813,440
50	212M	2121100	2121100000	OPERTING TRANSFER OUT (To 212A)	21,574,983
					\$ 35,388,423

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and use of Fund Balance; and

BE IT FURTHER RESOLVED that the Final for Fund 212M for Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:
Exhibit: 212M Final Budget Summary for FY 2024/25 Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE SPECIAL PROJECTS FUND 212S FOR FISCAL YEAR 2024/2025

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Special Projects Fund 212S for Fiscal Year 2024/2025 were made;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget in the Special Projects Fund 212S for the Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2024/25
20	212S	2128000	2128000000	SERVICES & SUPPLIES	\$ -
42	212S	2128000	2128000000	CAPITAL ASSETS-BUILDINGS	14,126,877
					\$ 14,126,877

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and use of Fund Balance; and

BE IT FURTHER RESOLVED that the Final for Fund 212S for Fiscal Year 2024/2025 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing.

RESOLUTION 2024-XXX

Page 2

PASSED, APPROVED AND ADOPTED this 12th day of September, 2024. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

Attachments:
Exhibit A: 212S Final Budget Summary for FY 2024/25 Schedule