November 20, 2019
NVTA Agenda Item 9.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Letter

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Antonio Onorato, Director-Administration, Finance, and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov

SUBJECT: Award of Fueling Services Agreement No. 19-27 with Hunt & Sons, Inc.; Agreement No. 19-28 with Napa Valley Petroleum (NVP) Inc., and Agreement No. 19-29 with Clean Energy

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RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute fueling services agreements with Hunt & Sons Inc. (Attachment 1), Napa Valley Petroleum (NVP) Inc. (Attachments 2), and Clean Energy (Attachment 3).

OTHER OPTIONS FOR CONSIDERATION

Option #1. Allow the current extensions to expire on December 31, 2019, which would result in NVTA paying higher fuel costs.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA released a Request for Proposals (RFP) for fueling services on September 30, 2019 with bids due on October 30, 2019 for compressed natural gas (CNG), ultra-low sulfur diesel, and unleaded gasoline fuel types for the Vine Transit fleet. Three (3) bidders submitted proposals. Staff recommends accepting and entering into contracts with each of the bidders for fueling services through a non-minimum volume contract for a period of three (3) years with two one (1) year automatically renewing contract extension options subject to review and recommendation by NVTA, and the satisfactory negotiation of terms, including price structure.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes, fuel is an expenditure budgeted annually in the public transit and planning funds. NVTA spends roughly $1.2 million annually.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently. Renewing contracts with the three fueling vendors will prevent service disruptions, will nominalize costs and provide greater fueling cost predictability for budgetary purposes.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable

BACKGROUND AND DISCUSSION

A Fueling Services RFP was released on September 30, 2019 with submittals due on October 30, 2019. Public announcements of the reissued RFP were placed in the Napa Valley Register, several on-line procurement sites including PublicPurchase.com and on the Authority's website. Three bidders submitted proposals to NVTA making the process competitive. The three bidders were:

- Napa Valley Petroleum (diesel and unleaded only)
- Hunt & Sons (diesel, unleaded compressed natural gas)
- Clean Energy (compressed natural gas only)

Since the contract for fueling services does not require exclusivity, NVTA staff recommends entering into multiple agreements which could provide a potential cost benefit to the Authority. It further grants the agency additional flexibility as it will allow fueling of Vine Transit vehicles at various station locations in the event a vendor is offline due to power outages or other reason. For CNG, an agreement with PG&E in Vacaville is still active if Clean Energy or Hunt & Sons are unable to operate during a service disruption.

SUPPORTING DOCUMENTS

Attachments: (1) Agreement No. 19-27 with Hunt & Sons, Inc.
(2) Agreement No. 19-28 with Napa Valley Petroleum, Inc.
(3) Agreement No. 19-29 with Clean Energy Corp.

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO.19-27

THIS AGREEMENT is made and entered into as of this day of , 2019, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and Hunt & Sons, Inc., a Corporation registered in the State of California, whose mailing address is 5750 South Watt Avenue, Sacramento, CA 95820, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain fueling services for its transit fleet vehicles; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 20, 2019 meeting; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement**.

(a) The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2022, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The term of this Agreement shall be to the date shown above with an option for two (2) one (1) year terms subject to review and recommendation of NVTA, and the satisfactory negotiation of terms, including pricing structure.

2. **Scope of Services**. CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation**.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

4. **Method of Payment**.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at ap@nvta.ca.gov or 625 Burnell Street, Napa CA 94559, who after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor**. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state

and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance**. It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance**. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification**. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness**. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause**. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience**. This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination**.

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable

work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined.

13. **No Waiver**. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices**. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA	CONTRACTOR
Kate Miller	Joshua M. Hunt
Executive Director	General Manager
625 Burnell Street	5750 South Watt Avenue
Napa, CA 94559	Sacramento, CA 92660

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use**. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality**. Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts**.

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services

prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue**.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws**. CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services

or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

21. **Taxes**. CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention**. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract**. CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees**. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTA from publishing or otherwise distributing applications and information regarding NVTA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries**. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees**. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability**. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract**. This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"NVTA"	"CONTRACTOR" [NAME OF CONTRACTOR]
By_____ Kate Miller, Executive Director	By_____ NAME, Position
ATTEST:	
By_____ Karalyn E. Sanderlin, Board Secretary	By _____ NAME, Position

Approved as to Form

By: _____
NVTA General Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

1. CONTRACTOR shall provide NVTA'S transit fleet with fueling services at commercial fueling facilities including tracking and billing for acquisition of unleaded gasoline (Octane 87), diesel, and compressed natural gas (CNG) fuels.

    a. Maintain and provide a fuel card program to track usage and initiate billing.

    b. Provide contract pricing based on the San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time. Pricing shall be updated on a daily basis. Other than applicable taxes, NVTA will not accept any additional fees or surcharges.

    c. Ability to provide unleaded fuel, diesel fuel, and compressed natural gas per year based on the usage in Table 1 (below) within Napa NVTA at modern facilities with equipment and processes that are compliant with all statutory and regulatory requirements. Facilities shall have, or have access to, back-up auxiliary power in the event of power outage. Facilities should have security features such as adequate lighting, video surveillance, attendants, and public phones.

    d. Provide commercial, in-network fueling stations within Napa NVTA that shall be available 24 hours a day, 7 days a week, 365 days a year.

    e. Maintain and provide a list of any out-of-network fueling stations in Napa NVTA

    f. For in-network stations: maintain and provide a contact list for station support when/if station is not staffed.

2. Cards, Invoice/Billing, and Data Collection

    a. Provide fleet fueling cards, which, at minimum, are capable of tracking vehicle and staff ID information.

        (1) Ability to restrict card purchases to fuel only, including fuel type and quantity.
        (2) Provide vehicle and driver cards to NVTA (lot quantities) within seventy- two (72) working hours of receipt of request.
        (3) Update system with employee name on individually issued driver cards and vehicle information on individually assigned vehicle cards within seventy-two (72) working hours of receipt of request.
        (4) Maintain and provide a customer support contact list, for contact during regular business hours as well as after-hours.

b. Provide OPIS report on a weekly basis showing seven-day San Francisco Area Daily Branded Rack Average as of 6:00am Pacific Standard Time (PST) each day and updated on a daily basis

c. Provide electronic invoices that can be downloaded into an excel spreadsheet showing as much of the following information as possible:
   - Department/agency
   - Vehicle ID number
   - Driver ID number and name
   - Date and time of transaction
   - Site name and address
   - Volume of fuel per transaction
   - Type of fuel per transaction
   - Odometer reading
   - Distance since last fueling
   - Miles per gallon
   - Listing of all taxes and applicable fees
   - Price per gallon
   - Total dollar amount per transaction
   - Total dollar amount for invoice
   - Summary of Total volume in gallons of each type of fuel purchased
   - Summary of Total dollar amount of each type of fuel purchased
   - Summary of total gallons and dollar by card

d. Payment net 30 day terms with no late fees.

e. Provide NVTA with a Master Billing Report in an electronic spreadsheet format.

f. Maintain and keep full and accurate daily record of sales transactions in connection with fuel services for a period of three (3) years. If requested, a copy of record shall be supplied to NVTA on a monthly basis by the tenth working day of the subsequent month. In addition, all such records shall be available for auditing by NVTA at any time during regular business hours.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

ATTACHMENT D

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP)

Legal Name of Firm : HUNT & SONS, INC

Date: 10-30-19

Street Address: 5750 SOUTH WATT AVE.

Telephone Number: 916-383-4868

City/State/Zip: SACRAMENTO, CA 95828

Firm's Fax Number: 916-383-1005

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)
CORPORATION

Business License (documented): GNB31988-42767

Taxpayer ID Number (Federal): 94-2209320

Name and Title of Manager:

ZACHARY JAMES, DIRECTOR OF SALES & MARKETING zjames@huntnsons.com

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to: 916-903-6630

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Signature, Name and Title of Person Signing

Zachary James

ZACHARY JAMES
DIRECTOR OF SALES & MARKETING

Request For Proposal
to provide
Fueling Services
RFP #2019-05

Submitted by Hunt & Sons, Inc

Contact: Zachary James
221 Devlin Road
Napa, CA 94558

916-386-9804

October 30,2019

Kate Miller
Executive Director
Napa County Transportation Authority
625 Burnell Street
Nap, CA 94559

RE: RFP #2019-05

Dear Ms. Miller,

In response to RFP #2019-05 titled "Fueling Services", Hunt & Sons, Inc respectfully submits our response in the pages to follow. Our proposal will be valid as stated for a minimum of 180 days from the date of submittal of October 30, 2019.

The authorized individual submitting this bid is:

Zachary James
Director of Business Development and Sales
Hunt & Sons, Inc
8840 Rovana Circle
Sacramento, CA 95829
916-386-9804
zjames@huntnsons.com

Upon your review, if you require any clarification, please contact me anytime.

We, at Hunt & Sons, Inc look forward to working with NCTA in future.

Best Regards

Zachary James
Hunt & Sons, Inc

Executive Summary

At the request of NVTA, Hunt & Sons, Inc was asked to provide a proposal for handling the Fleet Fueling requirements of NVTA. This request consist of pricing, purchasing controls, reporting, site access, electronic data transfer into excel formatted documents, and web based access.

We address all items within the body of this document. Additionally, Hunt & Sons has completed our new cardlock facility located at 221 Devlin Road, Napa. This facility supports larger vehicles and has excellent large vehicle access.

Hunt & Sons will provide a full Fleet card service that encompasses all required deliverables as wells as additional items not requested. We will have personnel assigned directly responsible for your satisfaction. Further, we will provide access to many locations for convenience of your fleet.

Hunt & Sons, Inc. Qualifications #2019-05

Hunt & Sons, Inc. is a full line Petroleum Products Distributor in Northern California and Western Nevada. Operating from its headquarters in Sacramento, Hunt & Sons, Inc. has been in business and family owned for over 66 years. Hunt & Sons owns and operates 8 office & warehouse facilities, 38 Commercial Cardlock Fueling Sites and currently has over 350 employees. Hunt & Sons product line includes a wide array of petroleum products including gasoline, ultra-low sulfur diesel fuel, Bio Diesel, Gasoline, E 85, kerosene, Jet Fuel and a full line of Chevron lubricant products. We purchase our petroleum products directly from world class major refiners. We own and operate a large Fleet of New, State of the Art Delivery trucks with World Class Safe and efficient Drivers.

Hunt & Sons provides prompt, courteous personalized service 24 hours a day, 7 days a week, 365 days a year. We understand and appreciate the importance of high quality, competitively priced products, superlative customer focus and friendly service. As Chevron's only First Source Elite lubricant marketer in our service area, we serve customers throughout California with top quality Chevron Lubricants for every application. Being one of the Top 8 largest Chevron Lubrication Marketer in the country, Hunt & Sons has the ability and resources to meet your company's lubrication needs and we are committed to providing you "Quality Fuels & Lubricants."

Since Hunt & Sons joined the Commercial Cardlock Fueling business we have grown to be the Largest Pacific Pride Franchisee in California and the Fourth in The United States. We are one of the few Cardlock Marketers that can offer the Pacific Pride, CFN (Commercial Fueling Network) and Fleetwide Card Services all on one invoice. Hunt & Sons Cardlock customers can enjoy over 30,000 fueling sites nationwide. With our upgraded online billing and Customer Access, you can update your account; add cards and restrictions from the convenience of your office.

Hunt works with many large municipal fleet card accounts such as Amador County, El Dorado County, Tehama County, Sacramento County, Town of Truckee, Solano Irrigation District, and many others. We know and understand the need of public agencies regarding support and services. We would be happy to provide references upon request.

Hunt & Sons has the experience, knowledge and passion to earn your business and develop a mutually beneficial partnership for the long term! We are in the relationship business and look forward to servicing your Petroleum needs for many years to come.

Sincerely,

The Hunt Team

Hunt & Sons, Inc. Staffing & Project Organization #2019-05

Lead Customer Service Representative: Diane Cone

Background

Diane is a dependable professional Customer Service Specialist with over 15 years experience.

Her focus is in the commercial fueling/ fleet card segment of the petroleum sector. She is a proven effective communicator and problem solver. She provides service to existing customers, fosters relationships and has excellent problem solving skills based on customer needs.

Diane provides onsite training to Hunt & Sons, Inc. Commercial Fueling customers as she has been certified by the Fleet Card vendors used by Hunt & Sons, Inc. She stays on top of cutting edge technology and new products through continuing education and helps our customers stay informed of new systems and technologies. Diane is committed to providing excellent customer service.

Cardlock/Commercial Fueling Manager: Tami Gilbert

Background

Tami has a diverse background in accounting and commercial fueling spanning 36 years.

She began in Property Management were she excelled in the accounting aspects of the business.

Tami began in commercial fueling in 1992 beginning as a Customer Service Representative focusing on Pacific Pride and CFN fleet card services. She was promoted to Cardlock/Commercial Fueling Manager overseeing the Fleet Card/Commercial Fueling department.

Tami also is responsible for developing the pricing models for each customer and region. While maintaining these models, she also has responsibility to handling customer concerns and problem solves issues that may arise within the commercial fueling customer base.

Account Manager: Zachary James

Background

Zach James graduated from Cal Poly SLO in 1987 with a BS Civil Engineering and was hired by Chevron Corporation upon graduation.

With Chevron, Zach held many positions in his ten years of employment. He began as a Project Manager in Baltimore moving into Plant and Refinery operations then Account Management and Regional Sales Management. In his time with Chevron he continued his education and acquired a business degree.

He then wanted an opportunity to be involved more directly in the petroleum distribution business. He was hired in 1997 by BC Stocking Distributing to be the General Sales Manager overseeing bulk fuel, lubes and cardlock businesses. He then moved to General Manager responsible for all aspects of the business operations and sales.

In 2001, he began West Coast Fueling Systems, Inc as owner of a Pacific Pride franchise and cardlock. In the 10 years in business, he grew the business from $4MM sales to $10MM sales annually.

In 2012, he sold his business to Hunt & Sons, Inc. and stayed with Hunt & Sons, Inc. after the acquisition.

General Manager: Joshua Hunt

Background

Joshua Hunt is one of the three owners of Hunt & Sons, Inc. and serves in the capacity of General Manager and CFO overseeing the daily operation and finance activities of the company. He is also intimately involved in the fuel purchasing and cardlock operation of the company working with Fuel suppliers and both the CFN and Pacific Pride Cardlock Networks. Over the last eight years he has completed eight acquisitions which have helped Hunt & Sons triple in size and expand its marketing territory to include all of Northern California. A large portion of this growth has been the expansion of Hunt & Sons Cardlock division which now includes 40 locations divided between

both the Pacific Pride and CFN networks giving customers opportunity to fuel their vehicles at over 40,000 locations throughout the United States and Canada.

Joshua was born and raised in Sacramento always having the goal of joining the family business. Throughout high school and college he always worked summers at the business in several different capacities in the operation and accounting sides. He studied Accounting and Finance at St. Mary's College in the San Francisco Bay Area and after graduation went to work for State Street Bank & Trust as a portfolio accountant. This opportunity in the corporate world was the perfect experience to bring back to Hunt & Sons. Upon returning to the family business Josh entered the Accounting department and began working in different positions eventually landing in the job of Controller which he held for four years before moving into the CFO/General Manager role. With his background in the both the accounting and operation sides of the business it has led for smooth transitions for both the company and our customers during the large growth spurt over the last 10 years.

Josh and the Hunt & Sons team continually stress the fact that we are here to serve the customer to the best of our ability and take pride in providing the best customer service in the industry which was first coined by his grandfather who founded the company in 1946. Our company goal is to be much more than just a supplier but instead partners in our customers business to provide solutions to any issues that arise within our area of Energy expertise.

Cost Proposal #2019-05

- **To follow is Hunt & Sons, Inc cost proposal for NVTA fleet fueling requirements via cardlock locations owned by Hunt & Sons:**

Addresses of Hunt Owned cardlock locations:

1) 221 Devlin Road
Napa, CA
Opening January 1, 2015

2) 630 Noyes Court
Benicia, CA

We propose the following price at the noted locations:

- **SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.08 per gallon priced each day purchased**

- **For cardlock locations not owned by Hunt & Sons, Inc (sites not listed above) , we propose to price as follows:**

- **SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.14 per gallon priced each day purchased**

For any retail locations used (i.e. Chevron, Shell, etc.), we propose the following price:

- **Post retail location price minus $0.03 per gallon**

Section 7 – Exceptions

Hunt & Sons, Inc has no exceptions to present.

EXHIBIT B

COST SHEET

To follow is Hunt & Sons, Inc cost proposal for NVTA fleet fueling requirements via cardlock locations owned by Hunt & Sons:

Addresses of Hunt Owned cardlock locations:
1) 221 Devlin Road, Napa, CA
2) 630 Noyes Court, Benicia, CA

Price at the noted locations:

- SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.08 per gallon priced each day purchased

For cardlock locations not owned by Hunt & Sons, Inc (sites not listed above), price is as follows:

- SF Area OPIS Daily Average SF Bay Area 6AM PST plus $0.14 per gallon priced each day purchased

For any retail locations used (i.e. Chevron, Shell, etc.), the following price:

- Post retail location price minus $0.03 per gallon

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO.19-28

THIS AGREEMENT is made and entered into as of this day of , 2019, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and Napa Valley Petroleum, Inc., a Corporation registered in the State of California, whose mailing address is P.O. Box 2670, NAPA, CA 94558, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain fueling services for its transit fleet vehicles; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 20, 2019 meeting; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement**.

(a) The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2022, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The term of this Agreement shall be to the date shown above with an option for two (2) one (1) year terms subject to review and recommendation of NVTA, and the satisfactory negotiation of terms, including pricing structure.

2. **Scope of Services**. CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation**.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

4. **Method of Payment**.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at ap@nvta.ca.gov or 625 Burnell Street, Napa CA 94559, who after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor**. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state

and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance**. It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance**. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification**. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify

NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness**. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause**. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience**. This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination**.

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined.

13. **No Waiver**. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices**. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA	CONTRACTOR
Kate Miller	Tim Cardoza
Executive Director	President
625 Burnell Street	P.O. Box 2670
Napa, CA 94559	Napa, CA 94558

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use**. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality**. Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts**.

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver

of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue**.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws**. CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing

Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

21. **Taxes**. CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention**. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract**. CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees**. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTA from publishing or otherwise distributing applications and information regarding NVTA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries**. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees**. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability**. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract**. This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"NVTA"

By_____
Kate Miller, Executive Director

"CONTRACTOR"
Napa Valley Petroleum, Inc.

By_____
Tim Cardoza, President

ATTEST:

By_____
Karalyn E. Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form

By: _____
NVTA General Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

1. CONTRACTOR shall provide NVTA'S transit fleet with fueling services at commercial fueling facilities including tracking and billing for acquisition of unleaded gasoline (Octane 87) and diesel fuels.

    a. Maintain and provide a fuel card program to track usage and initiate billing.

    b. Provide contract pricing based on the San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time. Pricing shall be updated on a daily basis. Other than applicable taxes, NVTA will not accept any additional fees or surcharges.

    c. Ability to provide unleaded fuel, diesel fuel, and compressed natural gas per year based on the usage in Table 1 (below) within Napa NVTA at modern facilities with equipment and processes that are compliant with all statutory and regulatory requirements. Facilities shall have, or have access to, back-up auxiliary power in the event of power outage. Facilities should have security features such as adequate lighting, video surveillance, attendants, and public phones.

    d. Provide commercial, in-network fueling stations within Napa NVTA that shall be available 24 hours a day, 7 days a week, 365 days a year.

    e. Maintain and provide a list of any out-of-network fueling stations in Napa NVTA

    f. For in-network stations: maintain and provide a contact list for station support when/if station is not staffed.

2. Cards, Invoice/Billing, and Data Collection

    a. Provide fleet fueling cards, which, at minimum, are capable of tracking vehicle and staff ID information.

        (1) Ability to restrict card purchases to fuel only, including fuel type and quantity.
        (2) Provide vehicle and driver cards to NVTA (lot quantities) within seventy- two (72) working hours of receipt of request.
        (3) Update system with employee name on individually issued driver cards and vehicle information on individually assigned vehicle cards within seventy-two (72) working hours of receipt of request.
        (4) Maintain and provide a customer support contact list, for contact during regular business hours as well as after-hours.

    b. Provide OPIS report on a weekly basis showing seven-day San

Francisco Area Daily Branded Rack Average as of 6:00am Pacific Standard Time (PST) each day and updated on a daily basis

c. Provide electronic invoices that can be downloaded into an excel spreadsheet showing as much of the following information as possible:
   - Department/agency
   - Vehicle ID number
   - Driver ID number and name
   - Date and time of transaction
   - Site name and address
   - Volume of fuel per transaction
   - Type of fuel per transaction
   - Odometer reading
   - Distance since last fueling
   - Miles per gallon
   - Listing of all taxes and applicable fees
   - Price per gallon
   - Total dollar amount per transaction
   - Total dollar amount for invoice
   - Summary of Total volume in gallons of each type of fuel purchased
   - Summary of Total dollar amount of each type of fuel purchased
   - Summary of total gallons and dollar by card

d. Payment net 30 day terms with no late fees.

e. Provide NVTA with a Master Billing Report in an electronic spreadsheet format.

f. Maintain and keep full and accurate daily record of sales transactions in connection with fuel services for a period of three (3) years. If requested, a copy of record shall be supplied to NVTA on a monthly basis by the tenth working day of the subsequent month. In addition, all such records shall be available for auditing by NVTA at any time during regular business hours.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

Proposal Submittal – RFP No. 2019-05

October 30, 2019 2:00 PM local time

Napa Valley Petroleum, Inc.

P.O. Box 2670

Napa, CA 94558

707.252.6888

Contact Person:

Tim Cardoza

707.252.6888

timc@napavalleypetroleum.com

October 28, 2019

Kate Miller

Executive Director

Napa Valley Transportation Authority

625 Burnell Street

Napa, CA 94559

RFP No. 2019-05

Dear Ms. Miller,

The attached RFP proposal will be valid for 180 days from the date of acceptance. All correspondence shall be directed to me, Tim Cardoza, as I am the authorized person to negotiate this contract. Please note my contact information below.

Regards,

Tim Cardoza

President

Napa Valley Petroleum, Inc.

P.O. Box 2670

Napa, CA 94558

707.252.6888

timc@napavalleypetroleum.com

Executive Summary & Qualifications

In Submitting this proposal, Napa Valley Petroleum, Inc. intends to meet the fueling requirements and standards set forth by following our existing pattern of service to NVTA.

Napa Valley Petroleum maintains a proprietary fueling card system at our primary location for NVTA vehicles at Lincoln Avenue Chevron, 695 Lincoln Avenue, Napa CA, which is approximately .2 miles from the current Jackson St. maintenance facility. Five additional fueling sites are within Napa county as alternatives.

NVP has a long history of service to NVTA and its fleet. Our fueling sites are open 24 hours for card activated fueling. The sites are attended approximately 18 hours per day to assist with fueling or card problems. Attendants have authority to allow manually operated fueling should fuel card problems arise. All sties are additionally monitored with security cameras. Emergency systems including shut-off switches, fire extinguishers, video surveillance, and 24 hour monitored telephone numbers available.

All accounting and card services are provided directly through our main office at 257 South Kelly Road in American Canyon to ensure rapid response to our customer's needs.

NVP provides fleet fueling services to hundreds of regional customers, including local city, county, and governmental agency fleets. As well as providing emergency fuel services to the county, every municipality, fire, sheriff, water departments, public works, hospitals, care facilities.

Staffing and Project Organization

Napa Valley Petroleum's organizational structure is designed to provide responsive customer service throughout its chain of command, from the initial fueling contact at the station level, to company ownership.

Our employees are given the authority to activate manual fueling procedures in the event of fuel card or other associated problems. Key operational personnel are available 24/7 by cell phone.

Tim Cardoza

President -owner

707.974.3227 cell

Robert Payan

Retail General Manager

707.815.4720 cell

Tiffani Vizza

Office/Accounting Manager – owner

707.815.2461

Cost Proposal

PRODUCT	**Price Basis**
Diesel #2 CARB	OPIS daily branded rack average plus .18 cpg.
Unleaded Gasoline – 87 octane	OPIS daily branded rack average plus .18 cpg.

Card creation or replacement at no charge.

Account maintenance at no charge

Emergency card lock-out at no charge

Payment terms net 30

Cost Proposal is for the contract term of three (3) years with an additional two (1) year options

Exceptions to Agreement:

NVP has no exceptions to the NVTA Professional Service Agreement.

ATTACHMENT D

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP)

Legal Name of Firm :
Napa Valley Petroleum Inc.

Date:
10/28/2019

Street Address:
257 South Kelly Road

Telephone Number:
707.252.6888

City/State/Zip:
American Canyon CA 94503

Firm's Fax Number:
707.252.2756

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)
S Corp

Business License (documented):
#8396

Taxpayer ID Number (Federal):
68-0243236

Name and Title of Manager:

Tim Cardoza, President

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

Tim Cardoza, President
timc@napavalleypetroleum.com
707.252.6888 Office 707.974.3227 Cell

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☒

Signature, Name and Title of Person Signing

Tim Cardoza 10/28/2019

Tim Cardoza
President

Scope of Work

Napa Valley Petroleum, through its proprietary card system will endeavor to provide 24 hour access, 365 days per year for NVTA vehicle fueling of its gasoline and diesel vehicles. CNG is not part of our bid proposal.

Primary fueling will be at Lincoln Avenue Chevron, 695 Lincoln Avenue. This location is approximately .2 miles from NVTA's current maintenance yard and has large vehicle access.

NVP has alternative sites in Napa, American Canyon, and St. Helena.

Redwood Chevron – 2008 Redwood Road, Napa

Salvador Chevron – 1895 Salvador Avenue, Napa

Kelly Road Cardlock – 257 South Kelly Road, American Canyon

St. Helena Chevron - 1400 Main Street, St. Helena

NVP (The Station) – 1153 Main Street, St. Helena

All grades of gasoline, as well as CARB diesel #2 are available. Future options of E-85, and Renewable diesel at some sites are currently being explored

All Facilities comply with Federal, State and local regulations with respect to environmental, health, and safety requirements.

Fuel reporting and data capture provided through proprietary data software, and will include itemized invoice reports. Digital reporting is available in several established formats. Customization of digital reports may be available, depending on the complexity of the request.

ATTACHMENT F - DBE AND GOOD FAITH EFFORTS

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY:_____ LOCATION:_____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $_____

PROPOSAL DATE:_____

PROPOSER'S NAME: Napa Valley Petroleum, Inc.

CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE
RFP 2019-05	Fuel Bid			100%

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name Local Agency Representative _____ Signature _____ Date _____

(Area Code) Telephone Number: _____

Total Claimed Participation $_____

100 %

Signature of Proposer

Tim Cardoza

Date 10/28/2019 (Area Code) Tel. No. 707.252.6888

For Caltrans Review:

Print Name Caltrans District Local Assistance Engineer _____ Signature _____ Date _____

Local Agency Bidder - DBE Commitment(Rev 3/09)

EXHIBIT B

COST SHEET

PRODUCT	Price Basis
Diesel #2 CARB	**OPIS daily branded rack average plus .18 cpg.**
Unleaded Gasoline - 87 octane	**OPIS daily branded rack average plus .18 cpg.**

Card creation or replacement at no charge.

Account maintenance at no charge

Emergency card lock-out at no charge

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO.19-29

THIS AGREEMENT is made and entered into as of this day of , 2019, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and Clean Energy, a Corporation registered in the State of California, whose mailing address is 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain fueling services for its transit fleet vehicles; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 20, 2019 meeting; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement**.

(a) The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2022, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The term of this Agreement shall be to the date shown above with an option for two (2) one (1) year terms subject to review and recommendation of NVTA, and the satisfactory negotiation of terms, including pricing structure.

2. **Scope of Services**. CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation**.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

4. **Method of Payment**.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at ap@nvta.ca.gov or 625 Burnell Street, Napa CA 94559, who after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor**. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state

and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance**. It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance**. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification**. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify

NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness**. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause**. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience**. This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination**.

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined.

13. **No Waiver**. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices**. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA	CONTRACTOR
Kate Miller	Derek Turbide
Executive Director	Regional Vice President
625 Burnell Street	4675 MacArthur Court, Suite 800
Napa, CA 94559	Newport Beach, CA 92660

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use**. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality**. Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts**.

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver

of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue**.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws**. CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing

Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

21. **Taxes**. CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention**. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract**. CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees**. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTA from publishing or otherwise distributing applications and information regarding NVTA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries**. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees**. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability**. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract**. This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"NVTA"	"CONTRACTOR" Clean Energy
By_____ Kate Miller, Executive Director	By_____ Derek Turbide, Regional Vice President
ATTEST:	
By_____ Karalyn E. Sanderlin, Board Secretary	By _____ NAME, Position

Approved as to Form

By: _____
NVTA General Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

1. CONTRACTOR shall provide NVTA'S transit fleet with fueling services at commercial fueling facilities including tracking and billing for acquisition of compressed natural gas (CNG) fuel.

    a. Maintain and provide a fuel card program to track usage and initiate billing.

    b. Provide contract pricing based on the San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time. Pricing shall be updated on a daily basis. Other than applicable taxes, NVTA will not accept any additional fees or surcharges.

    c. Ability to provide unleaded fuel, diesel fuel, and compressed natural gas per year based on the usage in Table 1 (below) within Napa NVTA at modern facilities with equipment and processes that are compliant with all statutory and regulatory requirements. Facilities shall have, or have access to, back-up auxiliary power in the event of power outage. Facilities should have security features such as adequate lighting, video surveillance, attendants, and public phones.

    d. Provide commercial, in-network fueling stations within Napa NVTA that shall be available 24 hours a day, 7 days a week, 365 days a year.

    e. Maintain and provide a list of any out-of-network fueling stations in Napa NVTA

    f. For in-network stations: maintain and provide a contact list for station support when/if station is not staffed.

2. Cards, Invoice/Billing, and Data Collection

    a. Provide fleet fueling cards, which, at minimum, are capable of tracking vehicle and staff ID information.

        (1) Ability to restrict card purchases to fuel only, including fuel type and quantity.
        (2) Provide vehicle and driver cards to NVTA (lot quantities) within seventy- two (72) working hours of receipt of request.
        (3) Update system with employee name on individually issued driver cards and vehicle information on individually assigned vehicle cards within seventy-two (72) working hours of receipt of request.
        (4) Maintain and provide a customer support contact list, for contact during regular business hours as well as after-hours.

    b. Provide OPIS report on a weekly basis showing seven-day San

Francisco Area Daily Branded Rack Average as of 6:00am Pacific Standard Time (PST) each day and updated on a daily basis

c. Provide electronic invoices that can be downloaded into an excel spreadsheet showing as much of the following information as possible:
   - Department/agency
   - Vehicle ID number
   - Driver ID number and name
   - Date and time of transaction
   - Site name and address
   - Volume of fuel per transaction
   - Type of fuel per transaction
   - Odometer reading
   - Distance since last fueling
   - Miles per gallon
   - Listing of all taxes and applicable fees
   - Price per gallon
   - Total dollar amount per transaction
   - Total dollar amount for invoice
   - Summary of Total volume in gallons of each type of fuel purchased
   - Summary of Total dollar amount of each type of fuel purchased
   - Summary of total gallons and dollar by card

d. Payment net 30 day terms with no late fees.

e. Provide NVTA with a Master Billing Report in an electronic spreadsheet format.

f. Maintain and keep full and accurate daily record of sales transactions in connection with fuel services for a period of three (3) years. If requested, a copy of record shall be supplied to NVTA on a monthly basis by the tenth working day of the subsequent month. In addition, all such records shall be available for auditing by NVTA at any time during regular business hours.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

Napa Valley Transportation Authority

CNG Fueling Services
RFP #2019-05

Reagan Clemens
Account Manager, Sales
949.437.1082
Reagan.Clemens@cleanenergyfuels.com

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000
www.CleanEnergyFuels.com

October 30, 2019

ATTACHMENT D

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP)

Legal Name of Firm :

Clean Energy

Date: October 28, 2019

Street Address:

4675 MacArthur Court, Suite 800

Telephone Number:

(949) 437-1000

City/State/Zip:

Newport Beach, CA 92660

Firm's Fax Number:

(949) 724-1397

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☑

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Corporation

Business License (documented):

33222

Taxpayer ID Number (Federal):

95-4603747

Name and Title of Manager: Derek Turbide, Regional Vice President

Reagan Clemens, Account Manager, reagan.clemens@cleanenergyfuels.com, (949) 437-1082

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

DBE ☐ Cert #_____ SBE ☐ Cert #_____ Other ☐ Type & Cert #_____ None ☑

Signature, Name and Title of Person Signing

Robert M. Vreeland, Chief Financial Officer

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000
www.cleanenergyfuels.com

Chad Lindholm
Vice President, Sales

Clean Energy

October 30, 2019

Kate Miller
Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Re: RFP No. 2019-05 to provide Fueling Services

Dear Ms. Miller:

Napa Valley Transportation Authority (NVTA) requires a reliable fueling source for its fleet of vehicles. We are well positioned to provide convenient and quality CNG fueling at our local station within 2.5 miles of NVTA's facility. We value NVTA's user fueling experience and upgraded the station to more than double the capacity in June 2014.

Clean Energy is confident the station will continue to provide NVTA with the best and most reliable CNG fueling option. We are prepared to deploy our ability and resources to support the success of NVTA's fueling operation.

Reagan Clemens, Account Manager, is available to respond to your RFP questions. His contact information is Reagan.Clemens@cleanenergyfuels.com and (949) 437-1082.

Sincerely,

Chad Lindholm
Vice President

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Executive Summary

Napa Valley Transportation Authority (NVTA) seeks a compressed natural gas (CNG) fuel provider for its five Vine Transit Vehicles transit buses. As NVTA's current CNG fuel provider, Clean Energy will support your agency by offering a fuel card program that will facilitate billing, vehicle tracking, and record-keeping of sales transactions. We clearly understand NVTA's RFP requirements and will provide a safe, clean, and reliable fueling experience, with 24/7 service within our in-network fueling stations. Because 100% of our California stations offer Redeem™ renewable natural gas (RNG) fuel, NVTA will maintain a reduced carbon footprint by continuing to fuel with Clean Energy.

The Upgraded CNG Station is Expected to Enhance NVTA'S Fueling Experience

We completed an extensive upgrade at the 2008 Redwood Road CNG facility in June 2014. The upgraded facility includes a new IMW 250 horsepower non-lubricated compressor, new dryer, and two new dispensers, along with the latest electrical upgrades and diagnostic equipment. These improvements have more than doubled the capacity and redundancy of the station and provide a fast and reliable fueling experience for NVTA.

Clean Energy's Retail Dispenser at one of our Public Access Stations

The IMW compressor is now the main compressor, and the existing older compressor at the site will be used only as a backup during maintenance periods. This redundancy provides NVTA with peace of mind by knowing that your CNG bus fleet will be fueled reliably to meet roll out every day.

Capacity of the new system is 628 standard cubic feet per minute (SCFM) compared to 250 SCFM with the old equipment. This translates to five gasoline gallons equivalent (GGE) per minute

compared to only two GGE per minute with the older compressor, saving NVTA both time and money.

NVTA's time is valuable and now each transit bus will achieve a complete fill at a fast and consistent. Our local, fully trained technicians, spare parts warehouse, and remote monitoring systems will ensure a fast, easy, and safe fueling experience.

Clean Energy Can Better Serve NVTA

We value a long-term relationship with NVTA and have comprehensive offerings to help you meet your long-term CNG and environmental goals.

Clean Energy Value to NVTA	
Clean Energy station within 2.5 miles	NVTA fuels at this user-friendly station, located 5-7 minutes from your Jackson Street Maintenance facility
NVTA Preferred Retail Station Pricing	NVTA will receive preferred pricing with this RFP award
Redeem™ – RNG	NVTA fuels with RNG supplied at our station; this has reduced your carbon footprint by 68 CO^2 metric tons.
Station Design, Build, Operate, & Maintain Experts	NVTA's station is cared for by experts who ensure daily roll-out
Largest Parts Inventory (over $11 million) and Warehouses	Gives NVTA peace of mind that Clean Energy has the necessary parts to keep the station online
24/7 Live Customer Support Center	NVTA will have issues addressed by a trained customer support representative

Qualifications of Proposer

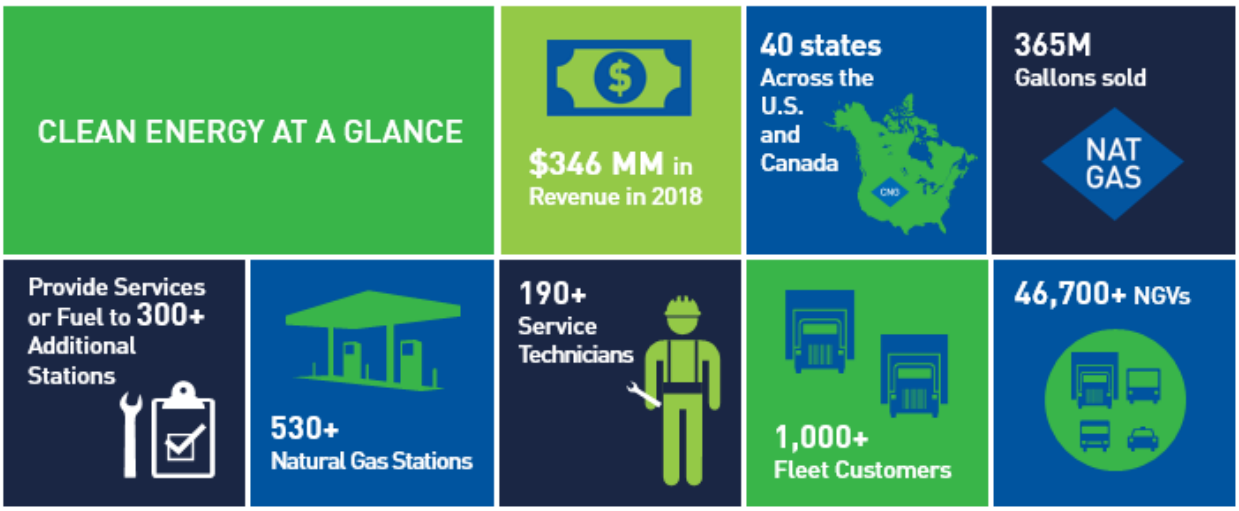
Clean Energy Profile

Clean Energy is the largest provider of CNG services in the United States. We have more than 20 years of experience developing and implementing natural gas fueling solutions for various fleet customers.

Since our inception, we have invested $1 billion in natural gas fueling station development and designed and/or constructed over 375 new/upgraded stations across North America.

Clean Energy is a vertically integrated company. We own most elements of our supply chain, which allows us to provide a greater value and one-stop solution for our customers. We have an ownership in IMW, a natural gas fueling equipment manufacturing company which provided NVTA's existing compressors, as well as an RNG marketing company that supplies RNG to fleets in Oregon, California, and Texas. We also have a facility modifications group to construct and maintain methane detection systems and a grants department that has been awarded over $500 million for customer and Clean Energy projects.

Clean Energy was established in 1996 and has been a publicly traded company since 2007 (Nasdaq: CLNE).



We are funded by more than 75,000 shareholders and 129 institutional investors. Further, in June 2018, we received a significant equity investment from Total SA, the 4th largest energy company in the world. Last year, Clean Energy reported $346 million in revenue and 365 million gallons of natural gas sold to customers across the United States. For additional financial information please refer to our latest financial report at http://investors.cleanenergyfuels.com/financialinformation/annual-reports.

Transit Customer Fueling Experience

Clean Energy is the natural gas fueling partner of choice for transit agencies across the nation. Clean Energy provides fuel to 8,400 natural gas buses and paratransit vehicles. Our customers range from relatively small transit agencies with CNG-powered buses to agencies like Los Angeles Metro that operate over 2,000 CNG buses.

Clean Energy Station Fueling NVTA

Our CNG station is conveniently located at Napa Valley Petroleum, 2008 Redwood Road, Napa, California. It is less than 2.5 miles and five to seven minutes from NVTA's 720 Jackson Street facility. In addition, NVTA currently uses this same station to purchase gasoline and diesel.

Redeem™ is sold in the CNG fuel dispensed at California stations, including our Napa station at no additional cost to NVTA.

Increasing Environmental Benefits by Reducing Carbon Emissions in Napa

Redeem™ provides a significant reduction in carbon emissions when displacing diesel, gasoline, or fossil natural gas. According to California Air Resources Board estimates, fueling with Redeem™ provides up to a **90%**

reduction in CO_2 equivalent emissions, when compared to a baseline of ultra-low sulfur diesel (ULSD).

Redeem™ is 100% renewable: It is derived from biogenic methane that is naturally generated by the decomposition of organic waste at landfills and agricultural waste sources. Capturing and combusting this methane, which might have otherwise migrated to the atmosphere, results in a low or negative carbon footprint (when biomethane is produced from a food or animal waste digester or wastewater treatment plant).

Fuel Cards Capture Data for Reporting

To meet NVTA reporting requirements, we offer a proprietary fuel card which can capture each vehicle's identification number, odometer per each fueling, date, time, and price per GGE. All this data will be itemized on an invoice for proper reconciliation. NVTA currently has Clean Energy fuel cards, and we recommend that you initially issue one fuel card per bus. Clean Energy's fuel card will work at every Clean Energy location. If fuel cards are lost, stolen, or are not functioning, we can issue new cards within 3-5 business days. A sample fuel report which is currently supplied to NVTA can be provided upon request.

Proactive and Scheduled/Routine Maintenance

Clean Energy will perform ongoing proactive and scheduled maintenance services and perform remedial maintenance when station equipment is malfunctioning.

Our **proactive maintenance** approach entails fixing underlying conditions that may lead to equipment faults or degradation. Daily remote monitoring performed by our skilled operators promotes efficiencies in early detection of station issues and quick response times. Equipment used at Clean Energy's station has various sensors and probes that monitor temperature, pressure, vibration and more. We connect to and monitor these parameters in

our 24/7/365 Clean Energy-staffed Operations Center. Our technicians also conduct proactive maintenance including inspection and adjustments of equipment, piping, electronics, and ancillary systems as necessary.

Preventative Maintenance is employed as recommended by original equipment manufacturers or based on our best practices to prolong equipment life.

Corrective Maintenance is minimized by using rigorous proactive and preventative maintenance programs but with heavy machinery equipment failure is inevitable. Clean Energy is prepared for any emergency situation as you will find in the paragraphs below.

Callouts & Remote Monitoring

Callouts can range from a simple station component failure to a serious safety incident. In any case, our protocol ensures a high level of communication and transparency throughout the resolution process. Clean Energy's emergency callout plan is triggered by any of the following:

- An email message triggered by a station fault or shutdown to our Operations Center and field staff
- Our 24/7 Operations Center being alerted by our server-based SCADA system
- NVTA reporting a station performance or safety issue

Under any of the scenarios the following response will be initiated:

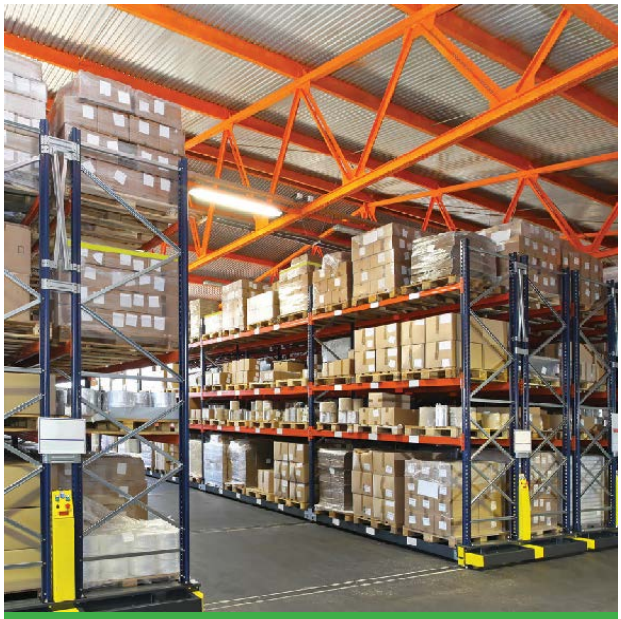
- Operations Center staff of 20 will remotely review the fault or situation and try to rectify the problem via a station reset or set point adjustment. If they are unable to resolve the issue, a technician will be notified.
- A technician will remotely dial-in and troubleshoot the problem. If a remote fix is unavailable, the technician will dispatch to the station or schedule a service visit within two hours of being called out to the site.

- Once corrected, NVTA will be given a full debrief including the corrective measures taken to address the problem.

Clean Energy's Operations Center. *Live 24/7/365 operators respond to customer calls. Oftentimes they can monitor and reset station faults remotely or dispatch a technician.*

Spare Parts Management

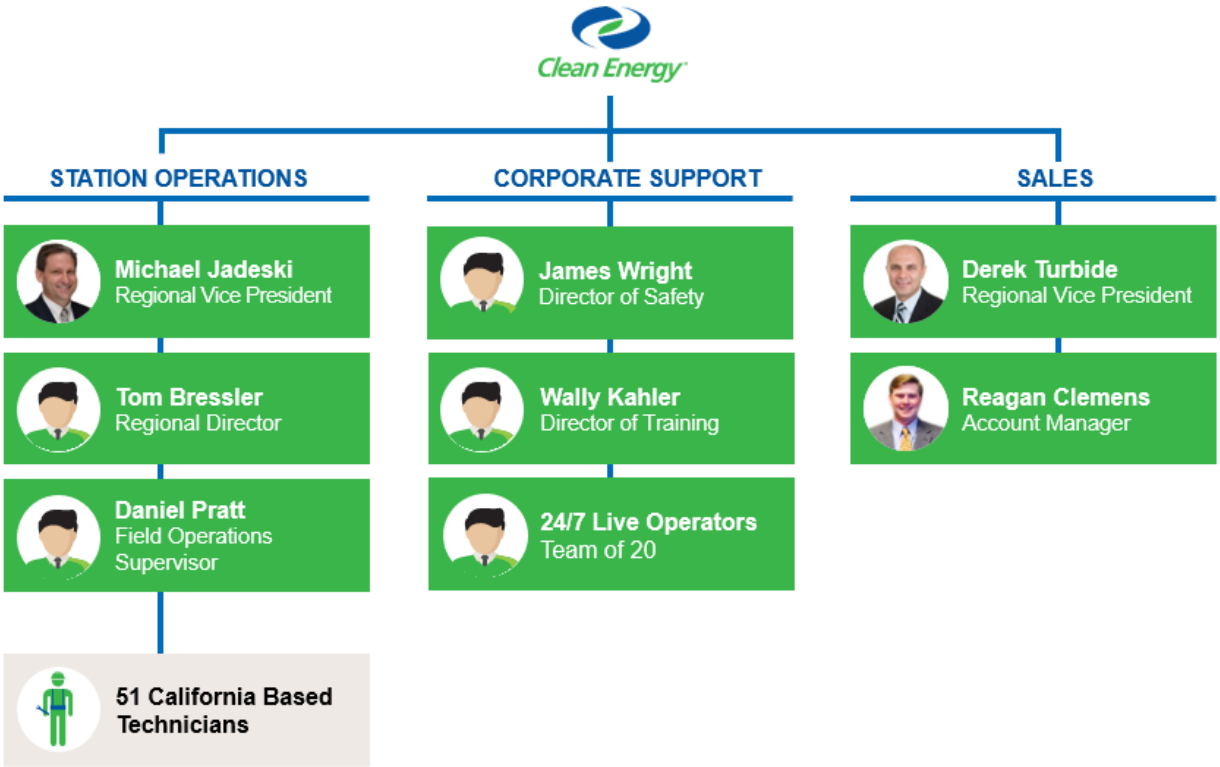
Clean Energy will store necessary spare parts, including consumables and parts that are used regularly, have long lead times or that are unique to and critical to station operation at our Carson, CA warehouse. Additionally, every Clean Energy service technician keeps a supply of parts in their vehicle. If they do not have a necessary part on-site or in their vehicle, they will request it from our regional warehouses.



Clean Energy Carson Spare Parts Warehouse. *We inventory your spare parts and consumables in technician vehicles and at our national warehouse in Carson, CA.*

Staffing and Project Organization

We employ in-house personnel to perform specialized functions related to natural gas fueling station design, engineering, construction management and operation. To ensure reliable service for NVTA, Clean Energy has assigned the staff plan and hierarchical organizational chart which are found on the following pages.



Operations

Tom Bressler, Western Regional Director, Operations

Mr. Bressler is responsible for the successful operation of the CNG station including indirect management and oversight of all Clean Energy service technicians, training and support, and adherence to the station's performance specifications.

Local Service Technicians

Daniel Pratt will serve as the Field Operations Supervisor for the technicians assigned to perform work at the Napa CNG station. We employ 51 fully trained service technicians in California to ensure that our customers have reliable and quick fueling daily. When issues occur, our technicians can be dispatched to troubleshoot it.

Contract Management

Reagan Clemens, Account Manager

Mr. Clemens will be NVTA's day-to-day administrative support and corporate contact and will coordinate contract compliance. Mr. Clemens will provide customer support across all Clean Energy's functional teams and will assist NVTA with any requests to support our 24/7 live operator service center. In addition, Mr. Clemens will be the primary contact for our proposal.

Cost Proposal

As the owner and operator of the station, we will provide all preventative, scheduled and emergency maintenance, callouts, labor and materials, parts replacement, equipment rebuilds, full-service remote monitoring, and training at the station. Should anything fail at the station, we will be responsible for bringing the station online. We will continue to focus on providing reliable, clean and quick CNG fueling for NVTA's transit buses.

Clean Energy's public CNG station is 2.5 miles away from NVTA's bus yard. The next closest public CNG station for NVTA to use is 5.7 miles away from your bus yard. Additional cost will be incurred by making daily fueling trips to the next closest public CNG station, which could take 30 minutes or more round trip per bus.

We propose a preferential fuel price for NVTA which is based on the amount of fuel purchased monthly as detailed in the chart below. The discount will apply to the posted retail prices for each given month. For example, the Posted Retail Price today is $3.699 per GGE. If NVTA's fuel purchases exceeded 3,500 GGEs this month, the posted retail price would be discounted by $0.50 per GGE and NVTA's preferential fuel price would be $3.199 per GGE. Additionally, since NVTA is exempt from Federal Excise Tax on CNG ($0.183 per GGE) and is eligible for the reduced $0.01 per GGE California Fuel Use Tax, **NVTA's effective rate for this example would be $3.026 per GGE**. Please note that our posted retail rate includes all applicable taxes. NVTA and/or its contractor must provide Exemption Certificates and/or documentation to Clean Energy before we will remove taxes from fuel purchase invoices.

NVTA Price Discount Structure	
NVTA Monthly Volume	Discount Price
2,000 - 3,499 GGE	Posted Retail Price Minus $0.25/GGE
3,500 - 5,000 GGE	Posted price minus $0.50/GGE
>5,000 GGE	Posted price minus $0.75/GGE

Exceptions to the Agreement

Upon award, Clean Energy reserves the right to negotiate mutually agreeable terms for the final contract.

Appendices

Attachment F – DBE Good Faith Efforts

Business License

NOT APPLICABLE - Clean Energy currently operates and maintains this CNG fueling station. We will continue to self perform the work utilizing our employees

ATTACHMENT F - DBE AND GOOD FAITH EFFORTS

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY:_____ LOCATION:_____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $_____

PROPOSAL DATE:_____

PROPOSER'S NAME:_____

CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

_____ _____

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed Participation $_____

_____%

_____

Signature of Proposer

_____

Date (Area Code) Tel. No.

For Caltrans Review:

_____ _____ _____

Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Bidder - DBE Commitment(Rev 3/09)

DBE Information – Good Faith Efforts

Federal-aid Project No. _____Bid Opening Date _____

NVTA established a Disadvantaged Business Enterprise (DBE) goal of_____for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount($)	Percentage of Contract

E. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a :

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

_____
_____
_____
_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

G. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

CITY of NAPA
BUSINESS LICENSE

LICENSE TERM	EXPIRATION DATE	LICENSE NUMBER
ANNUAL	12/31/19	33222

U.S. POSTAGE PITNEY BOWES
ZIP 94559 $ 000.50⁰
02 4W
0000363048 FEB 08 2019

VALID ONLY AT BUSINESS LOCATION PRINTED BELOW
BUSINESS LOCATION 2008 REDWOOD RD NAPA
BUSINESS TYPE COMPRESSED NATURAL GAS FUELING STATION

REMOVE THIS PORTION BEFORE POSTING IN A CONSPICUOUS PLACE

FEB 11 2019

CLEAN ENERGY
ATTN: TAX DEPT
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660

LICENSE ISSUED FOR REVENUE PURPOSES ONLY. NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW

EXHIBIT B

COST SHEET

NVTA Price Discount Structure	
NVTA Monthly Volume	Discount Price
2,000 - 3,499 GGE	Posted Retail Price Minus $0.25/GGE
3,500 - 5,000 GGE	Posted price minus $0.50/GGE
>5,000 GGE	Posted price minus $0.75/GGE

Discount will apply to the posted retail prices for each given month.

Example: Posted Retail Price today is $3.699 per GGE. If NVTA's fuel purchases exceeded 3,500 GGEs this month, the posted retail price would be discounted by $0.50 per GGE and NVTA's preferential fuel price would be $3.199 per GGE. Additionally, since NVTA is exempt from Federal Excise Tax on CNG ($0.183 per GGE) and is eligible for the reduced $0.01 per GGE California Fuel Use Tax, **NVTA's effective rate for this example would be $3.026 per GGE**.

Please note that posted retail rate includes all applicable taxes. NVTA and/or its contractor must provide Exemption Certificates and/or documentation to Clean Energy before we will remove taxes from fuel purchase invoices.