

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

**For
Lubricants**

THIS AGREEMENT, is made and entered into on August 16, 2024, at Sacramento, California, by and between the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and **HUNT & SONS, INC.**, a California corporation, (hereinafter "Contractor" or "Consultant").

RECITALS:

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

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon receipt of a notice to proceed from SACOG and in accordance with the Scope of Work, attached hereto as Exhibit A and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **August 31, 2027**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. SACOG in its sole discretion may elect to extend this Agreement for up to two (2) additional years upon written notice to Contractor.
2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A - Scope of Work**. In the event of any inconsistency between Exhibit A and other terms and conditions of this Agreement, Exhibit A shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director or designee. Approval shall not be presumed unless such approval is made by SACOG in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that

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

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

6. Invoicing, Costs and Payment:

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

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

that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

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

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

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

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

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

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

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

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

17. Project Manager: SACOG's Project Manager for this Agreement is **Katie Brunetti**, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be emailed or mailed by first-class mail to the SACOG Project Manager as follows:

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

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

Joshua Hunt, Chief Executive Officer
Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, CA 95829-9349
Telephone: (916) 383-4868
Email: jhunt@huntnsons.com

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

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

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

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

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of

1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

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

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

Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

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

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit B**.
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For

breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

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

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

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

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

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

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as

otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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

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

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

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

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

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

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

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

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

38. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SACOG shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

(Signature Page to Follow)

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

SACRAMENTO AREA COUNCIL OF GOVERNMENTS



JAMES CORLESS
Executive Director

APPROVED AS TO FORM:



SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:



KATIE BRUNETTI
Senior Management Analyst

HUNT & SONS, INC.



JOSHUA HUNT
Chief Executive Officer

EXHIBIT A

Scope of Work

1. Contractor's Relationship with Participating Agencies and SACOG
 - 1.1. Hunt & Sons, Inc. ("Contractor" or "Consultant") will act as a contractor for the SACOG Joint Regional Public Agency Fuels and Lubricants bid for the following products: propane and various lubricants. Contractor will be the main point of contact for all Participating Agencies. Billing will occur at Contractor's corporate headquarters in located in Sacramento. Contractor is a fully integrated Petroleum Distributor and will be purchasing all products required for delivery to Participating Agencies from various suppliers and using Contractor's fleet of delivery trucks to make deliveries.
 - 1.2. Each of the following public agencies may become "Participating Agencies" under this Agreement upon negotiation, execution and delivery of a sub-agreement with Contractor substantially in the form of **Exhibit E** attached hereto:

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

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

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

2. Contractor's Scope of Work

2.1. Bulk Lubricants Distribution

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

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

2.2. Steps in Lubricant Delivery

- 2.2.1. Contractor receives a call from a Participating Agency location for delivery.
- 2.2.2. If a Participating Agency's order is for Lubricants, the delivery will originate out of the Contractor's distribution facility closest to that specific ordering location and then the signed delivery ticket is sent back to Contractor's headquarters for processing.

2.3. Emergency Resources and Protocol

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

- 2.3.2. Contractor's customer support is available to all Participating Agencies 24 hours a day, 365 days a year. Contractor's office hours are 6 a.m. to 6 p.m. Monday thru Friday and 8 a.m. to 12 p.m. on Saturdays. After hours, Contractor's customer service team can be reached by calling Contractor's office and speaking with Contractor's answering service. The answering service can reach every member of Contractor's dispatch and customer service department by cell phone 24 hours a day.
- 2.3.3. Contractor is available to respond to issues and make deliveries 7 days a week.
- 2.3.4. Contractor maintains lubricant inventory at all Distribution Facilities and Cardlocks, enabling them to make deliveries if there are product outages at the terminals or if the pipelines are down.
- 2.3.5. Contractor has experience and contacts with the State of California Department of Transportation (CalTrans) allowing their trucks highway access during road closures due to snow conditions, for deliveries in emergency situations.
- 2.3.6. Contractor has Forest Service contracts for forest fires and Contractor's drivers are trained to continue delivery of product to fire crews during forest fires.
- 2.3.7. Contractor employs local drivers who live in the communities they deliver in, enabling delivery of product to Participating Agencies any time of day on very short notice.
- 2.3.8. In the case of an emergency, Contractor will provide priority delivery to Participating Agencies under this Agreement.

2.4. Subcontractors

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

EXHIBIT A-1

Supplemental Scope of Work – Delivery Requirements

1. General Delivery Requirements

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

EXHIBIT A-2

Supplemental Terms and Conditions – Pricing

1. Pricing

1.1. All Categories

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

2. Account Set-Up and Payment Information

2.1. Contractor shall establish and maintain individual accounts with unique account numbers for each Participating Agency, and its departments and divisions at the time they execute a separate sub-agreement with the Contractor.

2.2. At a minimum, all invoices shall include the following information: the blanket purchase order number, customer account number (refer to Section 2.1 above), location of delivery, invoice number, invoice date (Month/Day/Year), date (Month/Day/Year) that products were delivered, number of gallons delivered/dispensed or quantity of each product, Contractor's margin with differentials shown or unit price for each product with the extended amounts clearly shown, applicable discount for each product, and applicable sales tax and all other taxes/surcharges/fees. All invoices must include the name of the agency employee that placed the order. Contractor must invoice each account separately. Contractor shall not consolidate multiple accounts onto the same invoice or billing statement unless specifically requested by Participating Agency.

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

3. Quality Assurance Provisions

3.1. Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from the Participating Agency.

4. Product Labeling and Emergency Response

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

5. Safety Requirements

- 5.1. Contractor agrees to perform all dispensing and delivery tasks in such a manner as to meet all accepted standards for safe practices throughout the term of the contract and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees to accept sole responsibility for complying with the supplemental terms and conditions specified herein as well as all local, County, State or other legal requirements at all times. These requirements may include, but are not limited to, full compliance with the terms of the applicable Federal O.S.H.A. and State of California O.S.H.A. Safety Orders so as to protect all persons, including Participating Agency employees, agents of the Participating Agency, vendors, members of the public and others from foreseeable injury, or damage to their property.

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

6. Insurance Requirements

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

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

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

7. Allocation

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

8. Records

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

9. Licenses and Permits

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

EXHIBIT A-3

Specifications

1. General Specifications

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

2. Specifications for Automotive Oil and Lubricant Products

- 2.1. All automotive oil and lubrication products offered by proposers shall meet the American Petroleum Institute (API) Service CH-4, CG-4, CF-4, CF/SJ ratings, unless otherwise noted, and be rated for both diesel and gasoline engines with or without turbo chargers.

**EXHIBIT A-4
PRICE LIST
Lubricants**

Category G - Lubricants	OIL SPECIFICATION	Comm#	EST. ANNUAL USAGE	MANUFAC TURER	MFG. PART NUMBER	UNIT PRICE	EXT PRICE	Comments
County of Placer								
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Bulk	-	1500	Chevron	URSA Spr+ 15W40	8.99	\$13,485	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum	-	990	Chevron	URSA Spr+ 15W40	9.99	\$9,890	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 5 Gallon Pails	-	400	Chevron	URSA Spr+ 15W40	10.99	\$4,396	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Gallons 4/Case	-	100	Chevron	URSA Spr+ 15W40	11.99	\$1,199	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Quart Container	-	400	Chevron	URSA Spr+ 15W40	12.99	\$5,196	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade 15W-40, GEO Low Ash, 55 Gallon	-	825	Chevron		11.99	\$9,892	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil, 5W-30 Bulk	-	2000	Chevron	Supr SB 5W30	6.99	\$13,980	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil, 5W-30 55 Gallon Drum	-	220	Chevron	Supr SB 5W30	7.99	\$1,758	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil, 5W-30 Quart Container	-	200	Chevron	Supr SB 5W30	11.99	\$2,398	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, SAE 10W, 55 Gallon Drum	-	1320	Chevron	TorqForce 10W	9.99	\$13,187	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, SAE 30W, 55 Gallon Drum	-	110	Chevron	TorqForce 30W	9.99	\$1,099	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, SAE 50W, 55 Gallon Drum	-	110	Chevron	TorqForce 50W	10.59	\$1,165	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, 50W, 5 Gallon Pails	-	100	Chevron	TorqForce 50W	11.59	\$1,159	Pricing does not include Ca Recycling fees of .29
Various	Heat Transfer 46 (ISO 46), 55 Gallon Drum	-	110	Chevron	Heat Transfer 46		\$0	
Various	Rando HD ISO 32 Hydraulic Fluid 5 Gallon Pail	-	20	Chevron	HYD AW 32	7.99	\$160	
Various	ATF Dextron III & Mercon, 55 Gallon Drum	-	440	Chevron	ATF MD-3	6.99	\$3,076	Pricing does not include Ca Recycling fees of .24
Various	ATF Dextron III & Mercon, Quarter Drums (16 Gallons)	-	100	Chevron	Atf MD-3	14.59	\$1,459	Pricing does not include Ca Recycling fees of .24
Various	AW-46 Hydraulic Fluid, 5 Gallon Pails	-	100	Chevron	HYD AW 46	8.00	\$800	
Various	THF 1000 Multifunction Hydrostatic Fluid, 55 Gallon Drum	-	110	Chevron	Tractor Hyd Fluid	8.23	\$905	Pricing does not include Ca Recycling fees of .24
Various	THF 1000 Multifunction Hydrostatic Fluid, Quarter Drums (16 Gallon)	-	240	Chevron	Tractor Hyd Fluid	13.99	\$3,358	Pricing does not include Ca Recycling fees of .24
Various	Compressor Oil Tegra 100, 5 Gallon Pails	-	75	Chevron	Cetus HiperSyn 100	30.00	\$2,250	
Various	Universal Gear Lube, 85W-140, 55 Gallon Drums	-	440	Chevron	Gear Lube EP-5 85W140	20.73	\$9,121	Pricing does not include Ca Recycling fees of .032
Various	Universal Gear Lube, 85W-140, Quarter Drums (16 Gallons)	-	840	Chevron	Gear Lube EP-5 85W141	23.92	\$20,093	Pricing does not include Ca Recycling fees of .032
Various	Moly Max Grease 2, Quarter Drums (120 lbs)	-	240	Chevron	Starplex HD M5	3.59	\$862	

Lubricants

Category G - Lubricants	OIL SPECIFICATION	Comm#	EST. ANNUAL USAGE	MANUFACTURER	MFG. PART NUMBER	UNIT PRICE	EXT PRICE	Comments
Various	Moly Max Grease 2, 14 ounce Tubes	-	150	Chevron	Starplex HD M5	3.79	\$569	
Various	Dura Lith Grease, EP, Quarter Drums (120 lbs)	-	120	Chevron	Multifak Grs EP 2	2.99	\$359	
Various	Dura Lith Grease, EP, 14 ounce Tubes	-	192	Chevron	Multifak Grs EP 2	3.19	\$612	
Various	Ultra Duty Grease, EP-2, Quarter Drums (120 lbs)	-	240	Chevron	Ultra-Duty EP 2	3.59	\$862	
Various	Ultra Duty Grease, EP-2, 35 lb. Pails	-	350	Chevron	Ultra-Duty EP 2	3.59	\$1,257	
Various	Ultra Duty Grease, EP-2, 14 ounce Tubes	-	168	Chevron	Ultra-Duty EP 2	3.89	\$654	
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Bulk	-	1500	Chevron	URSA Spr+ 15W40	8.99	\$13,485	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum	-	990	Chevron	URSA Spr+ 15W40	9.99	\$9,890	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 5 Gallon Pails	-	400	Chevron	URSA Spr+ 15W40	10.99	\$4,396	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 Quart Container	-	400	Chevron	URSA Spr+ 15W40	12.99	\$5,196	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil 5W-30 Bulk	-	2000	Chevron	Supr SB 5W30	6.99	\$13,980	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil 5W-30 Quart Container	-	200	Chevron	Supr SB 5W30	11.99	\$2,398	Pricing does not include Ca Recycling fees of .29
Various	Drum Deposit	-	1			20.00	\$20	
Various	Drum Environmental Cleaning Fee	-	1			15.00	\$15	
Various	Percent Discount Off Refiner's List Price for Other Related Products	-	750		Enter discount in I43 -->	20%		
City of Rocklin								
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	5W/30	GAL	5000	Chevron	Supr SB 5W30	6.99	\$34,950	Pricing does not include Ca Recycling fees of .29
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	15W/40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	\$8,990	Pricing does not include Ca Recycling fees of .29
City of Roseville								
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	5W/30	GAL	747	Chevron	Supr SB 5W30	6.99	\$5,222	Pricing does not include Ca Recycling fees of .29
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	15W/40	GAL	2802	Chevron	URSA Spr+ 15W40	8.99	\$25,190	Pricing does not include Ca Recycling fees of .29
City of Folsom								
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	5W/30	BAR	26	Chevron	Supr SB 5W30	439.45	\$11,426	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	15W/40	BAR	68	Chevron	URSA Spr+ 15W40	549.45	\$37,363	Pricing does not include Ca Recycling fees of .29
Town of Truckee								
Public Service Center - 10969 Stevens Lane Truckee, CA 96161	5W/30	GAL	1000	Chevron	Supr SB 5W30	6.99	\$6,990	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	10W	GAL	1000	Chevron	TorqForce 10W	8.99	\$8,990	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	15W/40	GAL	1200	Chevron	URSA Spr+ 15W40	8.99	\$10,788	Pricing does not include Ca Recycling fees of .29
City of Folsom								
Corporation Yard - 1300 Leidesdorff Street, Folsom (95630)	5W/30	GAL	1700	Chevron	Supr SB 5W30	6.99	\$11,883	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	15W/40	GAL	5700	Chevron	URSA Spr+ 15W40	8.99	\$51,243	Pricing does not include Ca Recycling fees of .29
San Juan Unified School District								
San Juan DOT - 3050 Orange Grove Ave, North Highlands, CA 95660	15W/40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	\$8,990	Pricing does not include Ca Recycling fees of .29
City of Lincoln								
Corp Yard - 2100 Flightline Dr Lincoln, CA 95648	5W/30	GAL	1000	Chevron	Supr SB 5W30	6.99	\$6,990	Pricing does not include Ca Recycling fees of .29
Corp Yard - 2100 Flightline Dr Lincoln, CA 95649	15W/40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	\$8,990	Pricing does not include Ca Recycling fees of .29

Lubricants

Category G - Lubricants		OIL SPECIFICATION	Comm#	EST. ANNUAL USAGE	MANUFACTURER	MFG. PART NUMBER	UNIT PRICE	EXT PRICE	Comments
County of Yolo									
101 Imperial Street	Woodland, CA 956952	5W/30 - re-fined	BAR	100	P66	Firebird MO 5W30	439.45	\$43,945	Pricing does not include Ca Recycling fees of .29
101 Imperial Street	Woodland, CA 95695	10W - re-fined	BAR	110	P66	Firebird TO-4 10W	549.45	\$60,440	Pricing does not include Ca Recycling fees of .29
County of Sacramento									
North County Corporation Yard	5026 Don Julio Blvd. Sacramento, CA 95842	5W/30	BAR	58	Chevron	Supr SB 5W30	6.99	\$405	Pricing does not include Ca Recycling fees of .29
North County Corporation Yard	5026 Don Julio Blvd. Sacramento, CA 95842	10W - Virgin	BAR	114	Chevron	TorqForce 10W	8.99	\$1,025	Pricing does not include Ca Recycling fees of .29
Cosumnes Community Services District									
		15W40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	\$8,990	Pricing does not include Ca Recycling fees of .29
		10W/30	GAL	150	Chevron	Supreme MO 10W30	6.99	\$1,049	Pricing does not include Ca Recycling fees of .29
		5W30	GAL	120	Chevron	Supr SB 5W30	6.99	\$839	Pricing does not include Ca Recycling fees of .29
		0W20	GAL	60	Chevron	ProDS Syn 0W20	10.99	\$659	Pricing does not include Ca Recycling fees of .29
INVOICE TERMS:	1/2% 20 Days					CATEGORY G TOTAL:		\$176,007.93	

Propane

Category F - Propane		EST. ANNUAL USAGE (gal)	INDICATE THE BPN MARTINEZ INDEX PRICE FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL		EXT PRICE	Delivery Time
County of Sacramento		23,000	0.6450	0.3500	-	\$ 1.00	\$ 22,885	24 Hours
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842								24 Hours
City of Sacramento		15,000	0.6450	0.3500		\$ 1.00	\$ 14,925	24 Hours
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)								24 Hours
	One - 1,000 (AG)							24 Hours
Meadowview Fleet Service - 2812 Meadowview Road, Sacramento (95832)								24 Hours
	One - 1,200 (AG)							24 Hours
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)								24 Hours
	One - 1,000 (AG)							24 Hours
Elk Grove Unified School District		35,000	0.6450	0.3500		\$ 1.00	\$ 34,825	24 Hours
Corp. Yard - 9935 Auburn Folsom Rd., Granite Bay (95746)								24 Hours
City of Roseville		2,000	0.6450	0.3500		\$ 1.00	\$ 1,990	24 Hours
Radio Shelter Site - 5100 Phillip Road, Roseville								24 Hours
	One - 1,000 (AG)							24 Hours
County of El Dorado		100,000	0.6450	0.3500		\$ 1.00	\$ 99,500	24 Hours
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)								24 Hours
Cosumnes Community Services District		1,000	-	0.3500		\$ 0.35	\$ 350	24 Hours
								24 Hours
INVOICE TERMS:	Net 15	176,000				CATEGORY F TOTAL:	\$ 174,125	

EXHIBIT B

LEVINE ACT DISCLOSURE STATEMENT AND GOVERNMENT CODE 1090

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

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

SACOG Directors

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

SACOG Alternate Directors:

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

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

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

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

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

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

6/14/24 (DATE) Joshua M. Hunt (SIGNATURE OF AUTHORIZED OFFICIAL) Joshua M. Hunt CEO (PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL)

HUNT & SONS, INC. (PRINT LEGAL NAME OF ENTITY)

Government Code 1090 Disclosure

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

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

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

SACOG Directors

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

SACOG Alternate Directors:

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

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

HUNT & SONS, INC.

[Print Legal Name of Entity]

Joshua M. Hunt
 Signature of Authorized Official

JOSHUA M. HUNT
 Print Name

CEO
 Title

EXHIBIT D
DEBARMENT CERTIFICATION FORM

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

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

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

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

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

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

Dated this 14th day of June, 20 24

By Joshua M. Hunt
Authorized Signature for Contractor

Joshua M. Hunt CEO
Printed Name and Title

HUNT & SONS, INC.
Contractor Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

5750 South Watt Ave.
Address

SACRAMENTO, CA 95829
City/State/Zip Code

916-383-4868 JHUNT@HUNTNSONS.COM
Area Code/Telephone Number and E-Mail Address

EXHIBIT E
FORM OF PARTICIPATING AGENCY SUB AGREEMENT

JOINT FUEL PROCUREMENT
SUB-AGREEMENT
between
CONTRACTOR and PARTICIPATING AGENCY

This FUEL PROCUREMENT AGREEMENT (“Agreement”), is made and entered into on [Enter Effective Date of Agreement upon execution], by and between **[PARTICIPATING AGENCY]**, [describe form of entity] (hereinafter “Participating Agency”), and **HUNT & SONS, INC.**, a California corporation (hereinafter “Contractor or “Consultant”).

RECITALS:

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

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

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

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

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

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

4. Insurance Requirements. Choose one of the following:

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

5. [Insert any other special terms and conditions]

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

7. Project Manager:

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

Project Manager, Title
Participating Agency
Address
Address
Telephone:
Email:

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

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

(Signature Page to Follow)

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

[PARTICIPATING AGENCY]:

NAME OF AUTHORIZED SIGNATORY

Title

HUNT & SONS, INC.

JOSHUA HUNT
Chief Executive Officer

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

I, Joshua M. Hunt CEO, hereby certify on
(name and title of official)
behalf of HUNT & SONS, INC. that;
(name of Contractor)

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

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

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

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

Executed this 14th day of June 2024.

By Joshua M. Hunt
(Signature of authorized official)
CEO
(Title of authorized official)