

5/20/2025

Lieutenant Rich Ward
County of Lake Sheriff

A. Cover Letter

Robinson Oil agrees to supply all the goods and services outlined in the Lake County Sheriff RFP for Fleet Fuel Services including but not limited to all aspects of the "Scope of Work" required."

Debi Biggers

Debi Biggers
Robinson Oil Corporation
Commercial Fueling Director

**Lieutenant Rich Ward
County of Lake Sheriff**

B. Company Profile

Robinson Oil is a fourth-generation family business, offering fleet fueling solutions, also operating fueling stations under the brand “Rotten Robbie.” We have 37 locations in the greater Bay Area, including one in Lakeport, CA.

Our headquarters are located in Santa Clara, CA. We’ve been around for over 75 years and have no plans to stop.

We are members of the nation's largest and most progressive commercial fueling networks; Pacific Pride, CFN, and Fleetwide, offering thousands of fueling stations nationwide. ROC specializes in commercial fleet fueling programs customized to fit your organization's specific needs.

Our company provides fuel management solutions for small to large business fleets, over-the-road transportation companies, and government agencies. For over 75 years ROC has been helping fleets design and implement fuel purchasing policies and management systems designed to lower the total cost of fueling.

We offer years of fuel management expertise, advanced technology, and nationwide fueling locations to deliver the control, information management, and efficiency of your business demands from a fleet fueling program.

Robinson Oil agrees to supply all the goods and services outlined in the Lake County Sheriff RFP for Fleet Fuel Services including but not limited to all aspects of the Scope of Work” required.

C. Project Understanding and Approach

Robinson Oil will provide fleet customized fleet fueling cards, competitive pricing, and multiple fueling stations compatible with our fleet card throughout the state of CA. In addition, detailed fueling reports, fraud prevention measures, exception reports and card account alerts will be provided. Online account access, and customized electronic reports to meet the needs and requirements of Lake County Sheriff.

D. Scope Of Work – See exhibit A

E. Return Material Authorization Process - N/A

F. Pricing – See exhibit A

G. Contract -

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H. References

1. **Public Works County of Lake**
Laicia Ayala/ Silvia Valadez
255 North Forbes, Lakeport, CA 95453
(707) 263-2714

2. **SCCOE Santa Clara County Office of Education**
Jose Vera
1290 Ridder Park Dr. San Jose, CA 95131
(408) 453-6850

3. **St. Francis Electric**
Jim Brown
975 Carden St. San Leandro, CA 94577
(510) 639-0639 ext 225 or (510) 750-824

4. **EVM Services**
David Bravo/Rose Zolling
2502 Lakeshore Blvd., Lakeport, CA 95453
(713) 499-0118

5. **RB Peters**
Bob Peters
78 Soda Bay Road, Lakeport, CA 95453
(707) 263-3678

I. Litigation Disclosure – N/A

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EXHIBIT A - SCOPE OF WORK

1. Fuel Supply & Distribution - Robinson Oil (ROC)

- ROC does not deliver bulk fuels - N/A - We do have partnerships with other Fuel Companies for bulk deliveries in the event of an emergency.
- ROC will maintain all fleet fueling cards to be used at Fueling Stations throughout the county of Lake and CA at the margin stated in section 5.
- ROC will ensure the Fleet Fueling Cards issued by ROC will give access to fueling stations throughout Lake County and the state of CA.

2. Fueling Infrastructure & Access

- ROC will issue fleet fueling cards to be used at Fueling Stations throughout the county of Lake and CA at the margin stated in section 5.
- On-site fueling – N/A
- Our RR gas station in Lakeport offers 7/24-hour access to fuel, complies with industry standards, and has generators on standby in the event of an emergency.

3. Fuel Card Program & Reporting

- ROC will issue fuel cards with customizable gallon controls (spending) & restrictions.
- Provide detailed transaction reports, including fuel type, date/time, quantity, and cost.
- Provide detailed transaction reports, including fuel type, date/time, quantity, and cost.
- Provide exception reports and card/account alerts.

4. Commercial Fueling Mandatory Requirements

Online Account Access Provided by ROC:

- Cards
- Transactions
- Invoices
- Real-time data and card management

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EXHIBIT A – SOW CONTINUED

ROC will provide electronic reports, including but not limited to:

- Invoices
- Tax reports
- Card reports
- Transaction detail
- Custom formats mandatory for Lake County software integration
- Invoices
- Automated reports as well as reports that are "pushed"
- E-receipts
- Uploads into the cost accounting system as determined by the fleet manager

5. ROC will set up all cards to meet the parameters required by the fleet manager.

6. ROC will provide Customized invoices and fleet management reports

7. ROC charges zero fees, fees for cards, reports, maps, key chain card holders—no hidden fees.

8. Pricing & Payment Structure

- ROC offers competitive pricing models, including fixed, floating, or index-based pricing options.
- ROC will provide a pricing structure to County of Lake Sheriff a margin of \$.13 over CFN/PP OPIS (Oil Price Information Service).
- ROC will provide transparent invoices and electronic payment options.
- Roc will ensure clear contract terms with no hidden fees.

9. Environmental & Regulatory Compliance

- Comply with all federal, state, and local fuel regulations.
- Provide environmentally sustainable fuel options where applicable.
- Ensure proper handling and storage of fuel to minimize environmental impact

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EXHIBIT B – SCOPE OF SERVICES

1. **Contractor Responsibilities**

1.1 As outlined in Scope of Work (SOW)

2. **Reporting Requirements** – Outlined in SOW

3. **Records Retention** – ROC will maintain all records pertaining to County of Lake Sheriff for 5 years from purchases. If any ongoing litigation or audit ROC shall retain records until resolution of audit or litigation is complete. ROC assures all confidential records will be shredded and disposed of appropriately.

4. **County Responsibilities**

4.1 The County of Lake will notify ROC immediately of lost or stolen cards.

4.2 The County of Lake will not write personal DID/PIN on the cards.

4.3 The County of Lake will notify ROC as soon as possible of any unusual or suspicious purchases or account activity.

EXHIBIT C – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and Roc shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

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EXHIBIT C CONTINUED

2. Invoices

- 2.1 Contractor's invoices shall be submitted bi-monthly electronically by email and accessible online. Invoices shall be itemized and formatted to the satisfaction of the County of Lake Sheriff.
- 2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables – NA

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

- 3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.
- 3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.
- 3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. BUDGET – N/A

5. EXPENDITURE OF FUNDS

- 5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved of in the budget. - N/A
- 5.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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EXHIBIT D - COMPLIANCE PROVISIONS

- 1. INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive, and confidential information related to Contractor's work under this Agreement.
- 2. NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.
- 3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

- A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
- B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
- D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

- 4. AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

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EXHIBIT D CONTINUED

5. INDEMNIFICATION AND HOLD HARMLESS. [Select one of the three following options:]

[3] Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees have any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default in this agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within ____ days of the date of that notice (i.e., the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in that notice or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

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EXHIBIT D CONTINUED

- 9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which Contractor is liable. Said insurance shall be written with limits Contractor of not less than one million dollars (\$1,000,000).
- 9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide the County, at least 30 days prior to expiration date, with a new certificate of insurance.
- 9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- 9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.
- 9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:
The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.
Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.
- 9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
- 9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

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EXHIBIT D CONTINUED

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

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EXHIBIT D CONTINUED

- 17. HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- 18. SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- 19. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.
- 20. RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
- 21. NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in or for the benefit of third parties.
- 22. PUBLIC RECORDS ACT.** Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.