

**FIRST AMENDMENT TO AGREEMENT FOR
FUEL CONTRACT WITH PINNACLE PETROLEIUM, INC.**

THIS FIRST AMENDMENT TO AGREEMENT FOR FUEL CONTRACT is effective the 1st day of February, 2026, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and PINNACLE PETROLIUM, INC., DIR Registration # 1000003013 (FEIN # 33-0649703), 16651 Gemini Lane, Huntington Beach, CA 92647 ("Vendor"; collectively the "parties").

R E C I T A L S

WHEREAS, effective July 1, 2023, CITY and Vendor entered into an Agreement for the purchase of fuel from Vendor to serve the City's maintenance and police equipment at pricing established by competitive bidding by the State of California, pursuant to State law and section 3.16.110(E) of the City's Municipal Code ("Agreement"), at pricing set forth in State of California Contract No. 1-23-91-02B ("Piggyback Agreement"); and

WHEREAS, effective May 1, 2025, Supplement 4 to State of California Contract No. 1-23-91-02B (attached hereto as Exhibit A) extended the term of that Piggyback Agreement through and including March 1, 2027; and

WHEREAS, the parties have agreed to modify the terms of that Agreement related to Section 3, "Purchase Price"; Section 6, "Term and Terminations"; Section 7, "Specific Amendments to Piggyback Agreement"; and Section 11, "COVID-19 Pandemic";

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **PURCHASE PRICE.** Section 3 of the Agreement, "Purchase Price," subsections 3.3 and 3.4 are stricken in their entirety and replaced with the following provision(s):

"3.3 For fuel deliveries made by Vendor to CITY during Fiscal Year 2025/26, from July 1, 2025 through June 30, 2026, total payments shall not exceed Two Hundred Seventy-Two Thousand One Hundred Twenty-One Dollars (\$272,121).

3.4 For fuel deliveries made by Vendor to CITY during Fiscal year 2026/27, from July 1, 2026 through March 1, 2027, total payments shall not exceed One Hundred Eighty Thousand Dollars (\$180,000).

3.5 Total compensation under this contract, as amended, shall not exceed Nine Hundred Seventy-Four Thousand Eight Hundred Forty-Six Dollars (\$974,846) for fuel deliveries made during the entire term of the contract, as amended, from July 1, 2023 through March 1, 2027."

2. **TERMS AND TERMINATIONS.** Section 6 of the Agreement, "Terms and Terminations," is stricken in its entirety and replaced with the following provision:

"The term of this Agreement shall begin July 1, 2023 and shall expire March 1, 2027 unless terminated in writing prior to that date."

3. **INVOICES.** Section 8 of the Agreement, “Invoices,” is stricken in its entirety and replaced with the following provision:

“8. **Invoices.** Vendor shall email invoices on a monthly basis to:

Edith Figueroa, Senior Administrative Clerk, Public Works Department:
EdithF@sanpabloca.gov

Accounts Payable Contact Person: Kathleen Bradley, Fiscal Clerk, Finance
Department: KathleenB@sanpabloca.gov.”

4. **COVID-19 PANDEMIC.** Section 11, “COVID-19 Pandemic,” is stricken in its entirety.

All other terms and conditions of the Agreement shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed _____

Date signed _____

Vendor: PINNACLE PETROLEUM, INC.

By _____
Liz McKinley, President

Date signed _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed _____

Attachment: Exhibit A, “DGS Supplement 4, Contract Number 1-23-91-02B”



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 4****

****(Incorporates Supplements 1 – 4)****

ISSUE AND EFFECTIVE DATE: ****5/1/2025****

CONTRACT NUMBER: 1-23-91-02B

DESCRIPTION: Bulk Fuel – Regular Unleaded
Gasoline, Ethanol (E85), Diesel #2 Ultra
Low Sulfur, and Red Dyed Diesel #2
Ultra Low Sulfur

SUPER DISTRICTS: B – Districts 3 & 4
C – Districts 6 & 10
E – Districts 8 & 9
F – Districts 11 & 12

CONTRACTOR: Pinnacle Petroleum

CONTRACT TERM: 3/2/2023 through ****3/1/2027****

STATE CONTRACT ADMINISTRATOR: Amanda Lewis
(279) 946-7876

Amanda.Lewis@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

<p>Mailing Address: Pinnacle Petroleum Inc. 16651 Gemini Lane Huntington Beach, Ca. 92647</p>	<p>Fax/Email: Fax: (714) 841-8855 Email: dispatch@pinnaclepetroleum.com</p>	<p>Contact Information: Pinnacle Petroleum Inc. Liz McKinley Phone: (714) 841-8877 Email: lmckinley@pinnaclepetroleum.com</p>
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All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description	Date
<i>*4*</i>	<i>*Subject contract for Bulk Fuel is hereby modified to reflect the following changes:</i> <ul style="list-style-type: none"><i>• Cover Page: The contract term has been extended through 3/1/2027.</i><i>• Section 30 Generative Artificial Intelligence (GenAI) Procurement Procedures: Language has been updated.*</i>	<i>*5/1/2025*</i>
3	Subject contract for Bulk Fuel is hereby modified to reflect the following changes: <ul style="list-style-type: none">Section 25 Payment has been updated.Section 30 Exemption to Gen-AI Procurement Procedures has been added.	8/1/2024
2	Subject contract for Bulk Fuel is hereby modified to reflect the following changes: <ul style="list-style-type: none">Section 17 – Emergency/Expedited Orders and Additional Charges, Subsection B, Emergency Deliveries has been changed.	5/15/2024
1	Subject contract for Bulk Fuel is hereby modified to reflect the following changes: <ul style="list-style-type: none">Section 11 – Purchase Execution has been changed.	4/26/2024
N/A	Original Contract Posted	3/2/2023

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with Pinnacle Petroleum, Inc. (Contractor) provides Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2 at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-23-91-02B. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2 to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local

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governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Ordering Agencies

Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

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6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All available contract line items are listed on Attachment A – Contract Pricing (and Additional/Special Charges information for Super Districts B, C, E, and F.

The State will use the Oil Price Information Service (OPIS) to determine Region Base Market Price (RBMP), the CAR Cost Fee (Cap-At-The-Rack), and the LCFS Cost Fee (Low Carbon Fuel Standard). There are a total of six (6) Super Districts represented by the RBMP, CAR Cost Fee, and LCFS Cost Fee for Unleaded Regular Gasoline, Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur. The six (6) Super Districts are identified as Eureka, Sacramento, Fresno, Los Angeles, Barstow, and San Diego.

For the base price of Ethanol (E85) Fuel, the State will use the weekly price quoted in the OPIS Ethanol & Biodiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.

For purposes of this contract, the following racks will be used for the RBMP, CAR Cost Fee, LCFS Cost Fee, and E85 base price for the counties included in Super Districts B, C, E, and F:

Super District	Caltrans District Combined	Market Base OPIS (Unleaded, Diesel #2, Diesel #2 with Red Dye)	Market Base E-85	Counties
B	3 and 4	Sacramento	West Coast	Alameda, Butte, Colusa, Contra Costa, El Dorado, Glenn, Marin, Napa, Nevada, Placer, San Francisco, San Mateo, Santa Clara, Sierra, Solano, Sonoma, Sacramento, Sutter, Yolo, Yuba
C	6 and 10	Fresno	West Coast	Alpine, Amador, Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, Tulare, Alpine, San Joaquin, Stanislaus, Tuolumne

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E	8 and 9	Barstow	West Coast	Inyo, Mono, Riverside, San Bernardino,
F	11 and 12	San Diego	West Coast	Imperial, Orange, San Diego

If an OPIS publication is modified, the State reserves the right to re-establish the base price calculation method or cancel all or part of the contract without prejudice against any party to the contract.

RBMP, CAR Cost Fee, LCFS Cost Fee, and E85 base price will be based on OPIS data and will be posted daily by DGS-PD.

Cost Structure

Contract Composite Price for each fuel type shall be calculated according to the following table:

FUEL TYPE	OPIS INDEX	CONTRACT COMPOSITE PRICE
Unleaded Regular Gasoline	"Time of Delivery" "Rack Average" OPIS GROSS CARFG ETHANOL (10.0%).	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Diesel #2 Ultra Low Sulfur	Daily OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** RACK AVERAGE.	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Red Dyed Diesel Ultra Low Sulfur	OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** Rack AVERAGE plus (\$0.01/gal).	RBMP + CAR Cost fee + LCFS Cost fee + Differential + .01 per gallon = Composite Price
Ethanol (E85)	OPIS Ethanol & BioDiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.	RMBP + Differential = Composite Price

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Differentials:

All Differential prices quoted shall be:

- Exempt from: Federal Excise Tax
- Exclusive of: State Sales Tax, Local Sales Tax, California Motor Vehicle Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Trust Fund Tax, CAR cost fee, LCFS cost fee, AB 32 Fees.

These taxes and fees shall be listed separately on invoices and shall not be a component of the differential price. Any and all charges, levies, and/or fees not listed above shall be a component of the differential price.

8. PUBLICATION POSTING

The DGS-PD tracks and monitors fuel charges. The DGS-PD will prepare fuel charge documents and email to the Contractors and all end users of the contract daily the RBMP, CAR Cost Fees, and LCFS Cost Fees for all fuels.

The Contractor shall forward a copy of the DGS-PD Daily Fuel Post to all delivery locations that have been invoiced for payment to substantiate the accuracy of the base pricing on the invoice. To request the Daily Fuel Post, complete Attachment D – Fuel Rate Information Request Form and send to:

Amanda.Lewis@dgs.ca.gov or Kao.Yang@dgs.ca.gov

9. SPECIFICATIONS

All products on Attachment A, Contract Pricing, must meet or exceed the specifications in following specification attachment:

Attachment E – State of California Bid Specifications:

- Gasoline, Unleaded Regular, Bid Specification Number 9130-6166A, dated 7/18/2022
- Diesel Fuel, Type 2-D, Bid Specification Number 9130-6166B, dated 7/18/2022
- Ethanol (E85), Bid Specification Number 9130-6166C, dated 7/18/2022

10. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract

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- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Liz McKinley	(714) 841-8877	lmckinley@pinnaclepetroleum.com

11. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Tank Size*
- Tank Fitting Type*

*Attachment B – Delivery Locations may not be the most up to date listing for tank size and tank fitting type. In order to ensure accurate Minimum Order calculation and appropriate equipment at the time of delivery, please list these items on the purchase order.

The Contractor shall not accept incomplete orders from ordering agencies.

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2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract are allowed. Ordering agencies issuing blanket purchase orders must adhere to the following guidelines:

- a) The order does not cross into different Fiscal Years.
- b) The order is only used for items on the contract.
- c) The order does not exceed the contract period.
- d) All orders placed against the blanket purchase order must be in writing.
- e) When funds are exhausted a new order is issued.
- f) The order is issued only to one contract supplier.

All orders placed against the blanket purchase order (BPO) shall be invoiced at the current contract price at the time the individual order is placed. BPOs should not include a contract unit price, however, if the BPO specifies a contract unit price, an amendment to the BPO is required.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

12. MINIMUM ORDER

Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. Orders for less than the minimum order quantity shall be delivered at the contract price plus a "Premium" of not more than ten cents (\$0.10) per gallon delivered. The contract allows for a two percent variance before the less than minimum fee applies. If the ordered amount meets the minimum order requirement but upon delivery the tank will not hold the minimum order quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.

Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against the contract.

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13. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Pinnacle Petroleum Inc. 16651 Gemini Lane Huntington Beach, Ca. 92647	Facsimile: (714)841-8855	Email: dispatch@pinnaclepetroleum.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

14. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

Contractor has the option to reject orders from CALFIRE during fire season.

15. ORDER RECEIPT ACKNOWLEDGEMENT

The Contractor will provide ordering agencies with an email or facsimile Order Receipt Acknowledgement within two (2) working days of receipt of purchase document. The Order Receipt Acknowledgement shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Total Quantity of Fuel Ordered in Gallons
- Anticipated delivery date

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16. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Delivery shall be made to the specified locations listed on Attachment B – Delivery Locations for Super Districts B, C, E, and F. All deliveries made in a tank wagon must be metered. Deliveries are to be made to the location specified on the individual purchase order. Deliveries to remote locations may, by mutual agreement between the receiving location and the Contractor, be delivered on a regularly scheduled “keep full” basis, with no additional charges to the State.

B. Add, Delete or Change Delivery Locations

To add, delete or change delivery location(s), submit Attachment C – Delivery Location Addition/Change Request Form directly to the State Contract Administrator.

C. Delivery Equipment

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location, and for the quantity of fuel ordered. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components, such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable state personnel to verify quantities delivered. It is the responsibility of the Contractor to verify the proper connection and hose before the first delivery.

Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor’s equipment shall be in good working order condition and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.

Many of the delivery locations are semi-remote and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances smaller than normal trucks may be required. A lack of familiarity with a delivery location will in no way relieve a contractor from their responsibility to fulfill the terms and conditions of the resulting contract.

D. Schedule

Delivery of ordered product shall be completed in full within three (3) working days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor’s responsibility to check with each ordering agency for their specific delivery hours before delivery occurs.

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The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Acknowledgement.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

17. EMERGENCY/EXPEDITED ORDERS AND ADDITIONAL CHARGES

A. Urgent Deliveries:

Contractor shall make urgent deliveries during regular working hours for minimum delivery requirements within two (2) working days ARO at NO ADDITIONAL COST to the State or local agencies. Urgent deliveries are not anticipated to occur often and should be kept to a minimum by the ordering State or local agencies.

B. Emergency Deliveries: Contractor shall make emergency deliveries within 24 hours after receipt of order (ARO). Emergency deliveries may occur outside the regular working hours of 8:00 a.m. to 5:00 p.m. and State observed holiday days. Orders may be placed by telephone, followed by a purchase order sent to the Contractor by facsimile or US mail. Emergency delivery invoice must accompany the fuel invoice for payment of the emergency delivery fee. The emergency delivery charge shall not exceed \$120.00 per delivery. Emergency Delivery fees are not applicable to late deliveries that occur outside of regular working hours or holidays.

C. Demurrage Charge: During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck shall be admitted to the delivery site within five (5) minutes of arrival (excluding security requirements). If the Contractor attempts to deliver fuel to a delivery site and the Contractor's truck is detained beyond the five (5) minute grace period at the delivery site for reasons such as locked gates, unavailable receiving personnel, etc. caused by the ordering agency, the Contractor shall be entitled to Demurrage fee. Demurrage time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). The demurrage time invoice must accompany the fuel invoice for payment of the demurrage fee. The demurrage fee shall

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not exceed \$2.50 per minute and not exceed \$150.00 per delivery. Charges, if applicable, will be applied to the amount of time the Contractor's truck was detained minus the five (5) minute grace period and not including time for security requirements.

- D. Trip Charge: During normal delivery hours of 8:00 a.m. to 5:00 p.m., the Contractor's truck, upon arrival, shall be admitted to the delivery site without delay. If the Contractor attempts to deliver fuel to a delivery site and is not admitted to the delivery site for reasons caused by the ordering agency the Contractor shall be paid a trip charge fee. Trip charge time shall be invoiced separately and supported by appropriate documentation (agreed upon delivery time, delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice for payment of trip charge fee. The trip charge shall not exceed \$250.00 per delivery.
- E. Standing Time: The State shall be entitled to standing time for up to one (1) hour at no charge for the purposes of unloading. A maximum charge of \$1.00 per minute shall be assessed for standing time in which the carrier's equipment is detained through no fault of the carrier, in excess of the one free hour. Charged time shall be supported with the appropriate documents. For payment to be processed, the standing time billing must accompany, on a separate invoice, the fuel billing. Start time shall begin when the carrier is ready to hook-up to the fuel tank. Each time shall conclude when carrier disconnects or is finished loading fuel into the tank.
- F. Premium for Less Than Minimum Delivery: Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. The contract allows for a 2 percent variance before the fee applies. Deliveries for less than the minimum order quantity shall be delivered at the contract price plus a "PREMIUM" of not more than ten cents (\$0.10) per gallon delivered. For payment to be processed, the Less Than Minimum Delivery Fee billing must accompany, on a separate invoice, the fuel billing. Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against this contract. If ordered amount meets the minimum delivery requirement, but upon delivery, the tank will not hold the minimum delivery quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.
- G. Late Delivery (Charged to the Contractor): The parties to this agreement acknowledge that the ordering agency shall incur actual damages should the Contractor fail to deliver the fuel as specified in the contract delivery requirements. Late Delivery charges must be supported by appropriate documentation (delivery logs, contact names, etc.). It is agreed that the Contractor will pay the ordering agency twenty-five (\$0.25) cents per gallon per order for late delivery of fuel, and the ordering agency will make an adjustment to be reflected on the invoice. Normal delivery working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except State observed holidays. (The Late Delivery Fee is fixed at \$0.25 per gallon).

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H. Winterization: Winterization shall be available for purchase from the Contractor during the winter months which typically start the month of October through the month of April each contract year (may vary depending on location). The purchase of winterization shall be added to fuel authorized only by State of California Departments and participating local agencies at a maximum cost of five cents (\$0.05) per gallon.

18. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

19. BILL OF LADING

Contractor shall provide a Bill of Lading (BOL) with each fuel delivery.

20. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

21. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Pinnacle Petroleum Inc.
Contact Name:	Amanda Lewis	Liz McKinley
Telephone:	(279) 946-7876	(714) 841-8877
Facsimile:	NA	(714)841-8855
Email:	Amanda.Lewis@dgs.ca.gov	lmckinley@pinnaclepetroleum.com
Address:	DGS/Procurement Division Attn: AMANDA LEWIS 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Pinnacle Petroleum Inc. Attn: LIZ MCKINLEY 16651 Gemini Lane Huntington Beach CA 92647

22. RANDOM SAMPLE COMPLIANCE REVIEW

The State has the option of randomly sampling offered products from any order to ensure compliance to contract requirements. Any products failing random sample review will be replaced by the Contractor free of charge and re-evaluated by the State.

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The State reserves the right to reject non-compliant fuel. If the test analysis of sampled fuel indicates non-compliance, the Contractor shall be responsible for all costs related to the test analysis, removal, and disposal of non-compliant fuel from affected site storage tanks. Contractor may also be liable for any equipment damaged as a result of non-compliant fuel.

23. PRODUCT RECALL PROCEDURES

The Contractor shall provide product recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address, and telephone number
- Contract Number
- Agency Order Number (Purchase Order Number)
- Line-Item Number
- Quantity purchased
- Contract Unit Price and Extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Invoice prices shall be itemized showing the RBMP, CAR Cost fee, LCFS Cost fee, the Differential, and Additional Charges, (region base market price + differential) per gallon, Extension Price, and appropriate taxes and fees.

Invoices and payments shall be for net metered gallons delivered. Contractor must charge the agency for net metered gallons delivered only. Contractor shall provide with invoice a copy of a receipt of gallons delivered. Additionally, a copy of the "Bill of Lading" from the fuel terminal shall accompany all invoices for all deliveries.

The Contractor must obtain prior approval from the DGS contract administrator before adding and/or modifying any new changes to the agency invoice.

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State Departments are Federal Excise Tax exempt. DGS-PD will be responsible for furnishing all applicable exception certificates upon request from the Contractor. Local agencies shall be responsible for furnishing their own applicable exception certificates upon request from the contractor.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) or Purchase Order in FI\$Cal under this contract is proof of encumbered funds for that order.

25. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. The Std. 204 can be found in FI\$CAL or may be requested from the Contractor.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Pinnacle Petroleum	99-661168

27. RECYCLED CONTENT

There is no recycled content associated with this contract.

28. SB PARTICIPATION

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The Small Business (SB) certification and percentage for the Contractor and subcontractor are listed below. State departments can verify that the certifications are currently valid at the following website: www.caleprocure.ca.gov

Name	Prime or Subcontract or	OSDS Certification #	SB Percent (%)
First Fuel	Subcontractor	2005329	25%

The Contractor will meet the contract SB participation percentages as follows:

State departments must identify subcontractors on individual purchase documents whenever subcontractors are used.

The Contractor has committed to SB participation at total statewide contract levels of 25 percent, respectively.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. As a result, when executing purchase documents pursuant to this contract it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern
- State department contact name, email, and phone number

State departments may request from the Contractor a monthly report providing the SB participation levels on purchase orders.

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29. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE subcontractors consistent with commitments identified in the table above.

30. **GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES*

GenAI contract provisions (rev. 2/20/2025) have been incorporated into the contract. Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.*

31. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Delivery Locations (Super Districts B, C , E, and F)

Attachment C – Delivery Location Addition/Change Request Form

Attachment D – Fuel Rate Information Request Form

Attachment E – State of California Bid Specifications:

- Gasoline, Unleaded Regular, Bid Specification Number 9130-6166A, dated 7/18/2022
- Diesel Fuel, Type 2-D, Bid Specification Number 9130-6166B, dated 7/18/2022
- Ethanol (E85), Bid Specification Number 9130-6166C, dated 7/18/2022