

PALO ALTO UNIFIED SCHOOL DISTRICT  
25 CHURCHILL AVENUE  
PALO ALTO, CALIFORNIA 94306

Gasoline and Diesel Fuel Agreement

THIS AGREEMENT, made this 29<sup>st</sup> day of August 2019 and between the Valley Oil Company and the Palo Alto Unified School District.

VALLEY OIL COMPANY whose place is at 785 Yuba Drive, Mountain View, CA 94041 hereinafter called "Contractor", and the Palo Alto Unified School District, hereinafter referred to as "PAUSD" or the "District", acting under and by virtue of the authority vested in PAUSD by laws of the State of California, NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and PAUSD agree as follows:

I. SCOPE OF THE SERVICES

1. The services, materials, or both, to be provided by the Contractor shall consist of: Oct 87 Unleaded and Red-Dyed Diesel Fuel. Fuel to be delivered to the Corporate Bus Yard directed by District staff.

II. COMPENSATION FOR SERVICES

Provider's total compensation for Services performed under this Order is \$OPIS price + .035/Gal Unleaded, and OPIS price + .065/Gal Red-Dyed Diesel Fuel to be paid by invoice for each shipment received.

III. SCHEDULE OF PERFORMANCE

Provider shall commence services on July 1, 2019, and complete the Services on June 30, 2020 (1-year extension).

IV. TERMS AND CONDITIONS

- (1) Contractor shall perform the Services in accordance with the terms and conditions of this Order, INCLUDING ORIGINAL BID DOCUMENTS AND THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- (2) Contract number must appear on all invoices and correspondence. Send invoices in duplicate to PALO ALTO UNIFIED SCHOOL DISTRICT, 25 CHURCHILL AVENUE, PALO ALTO, CA 94306, ATTN: Bob Bishop immediately upon delivery.
- (3) Changes made to printed Terms and Conditions in this Order are null and void unless approved in writing by the District Purchasing Supervisor.
- (4) Provider must comply with Appendix A.
- (5) Provider has read, and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

Valley Oil Company  
Contractor

PALO ALTO UNIFIED SCHOOL DISTRICT ("PAUSD")

\_\_\_\_\_  
Sign here

  
\_\_\_\_\_  
Sign here

8/28/19

\_\_\_\_\_  
Print Name & Title

Carolyn Chow, Chief Business Officer  
Print Name & Title

## GENERAL TERMS AND CONDITIONS

1. Contract Force and Effect. PAUSD is not responsible for services rendered without the authority of a Contract on this form. This Contract shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Contract (which may include attachments) constitute the entire agreement between Contractor and PAUSD regarding the work and services described herein. No representation, term or covenant not expressly specified in this Contract shall, whether oral or written, be a part of this agreement. This Contract shall supersede all other prior Contracts and agreements between Contractor and PAUSD with respect to the work and services described herein. The headings in this Contract are for convenience only and do not affect the construction of this Contract.
  2. Modifications. No modification of this Contract shall be effective unless it is in writing. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of PAUSD and Contractor.
  3. Performance /No Assignment. Time is of the essence in the performance of the Services. Contractor represents that it is skilled in the professional discipline necessary to perform the Services under this Contract. Contractor will perform its Services in a skillful manner, comply fully with criteria established by PAUSD, and with applicable laws, codes, and all applicable professional standards. Contractor has inspected all pertinent existing conditions and other information and has proposed based on that information. Contractor shall not contract any portion of the Services or otherwise assign this Contract without prior written approval of PAUSD. (Contractor shall remain responsible for compliance with all terms of this Contract, regardless of the terms of any such assignment.) Contractor's authorized representative is the individual signing this Contract unless Contractor otherwise informs PAUSD in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any PAUSD representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Contract.
  4. Schedule. Contractor shall deliver within 24-hours of the receipt of order by PAUSD If Contractor is unable to deliver on time with the 24-hour period of time, contractor agrees to reimburse PAUSD for any difference in profit margin over OPIS another contractor may invoice.
- Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of performance, after approval of which PAUSD shall make payment within thirty (30) days except any amount that may be disputed.
5. Independent Contractor. Contractor is an independent contractor and does not act as PAUSD's agent in any capacity. Contractor is not entitled to any benefits that PAUSD provides to PAUSD employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Contract regarding direction apply to and concern the result of the Contractor's provision of Services not the means, methods, or scheduling of the Contractor's work for which Contractor shall be solely responsible. Contractor shall maintain all licenses required by law for the Work. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Contract as PAUSD's responsibility.
  6. Indemnity/Liability. To the extent of its proportionate fault, Contractor shall defend, indemnify and save harmless Palo Alto Unified School District ("PAUSD"), and all of their officers, directors, representatives, agents and employees (together "Indemnities"), from and against any and all claims and liability of any type resulting directly or indirectly from Contractor's negligent performance of this Contract. Contractor shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnities, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnities may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Contractor's performance of this Contract, Contractor's provision of Services, or Contractor's activities related thereto. Defense counsel retained under this paragraph shall be subject to the Indemnities' reasonable approval. Notwithstanding any provision of this Contract, the Indemnities shall not be liable, in contract or tort, for any special.

consequential, indirect or incidental damages arising out of or in connection with this Contract or the Services. The Indemnities' rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.

7. Conflict of Interest. Contractor represents and warrants that it presently has and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Contract.
8. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Contractor during the performance of or in connection with this Contract or the provisions of service for PAUSD, will be kept confidential and not be disclosed to any other person. Contractor will immediately notify PAUSD in writing if it is requested to disclose any information made known to or discovered by it during the performance of the services or in connection with this Contract. These conflicts of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of Services to PAUSD hereunder.
9. Non-Discrimination Policy. Contractor shall not discriminate against any employee or applicant for employment, nor against any Subconsultants or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Contractor shall comply with all federal, state and local laws (including, without limitation, all County and PAUSD ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations hereunder, and shall comply with same as each may be amended from time to time. Contractor shall provide all information reasonably requested by PAUSD to verify compliance with such matters. Contractor stipulates, acknowledges and agrees that PAUSD has the right to monitor Contractor's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.
10. Termination and Suspension. PAUSD may direct Contractor to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as PAUSD may determine in its sole discretion. PAUSD may issue such directives without cause. PAUSD will issue such directives in writing, and compensate Contractor for its costs expended up to the termination plus reasonable profit thereon only in the event PAUSD terminates this Contract for PAUSD's convenience. Contractor may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. PAUSD may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Contractor commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of PAUSD's written notice to Contractor demanding such cure. In the event PAUSD terminates the Contract for default, Contractor shall be liable to PAUSD for all loss, cost, expense, damage and liability resulting from such breach and termination. Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Contract. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
11. Execution; Venue; Limitations. This Contract shall be deemed to have been executed in the City of Palo Alto, Santa Clara County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in Santa Clara County, California. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of PAUSD's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

END OF GENERAL CONDITIONS.

Appendix A

**INSURANCE**

- A. Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$2,000,000.00** general aggregate and **\$1,000,000.00** each occurrence.
- B. Business automobile liability insurance with limits not less than **\$2,000,000.00** each occurrence including coverage for owned, non-owned and hired vehicles.
- C. Workers' Compensation Employers' Liability limits not less than **\$1,000,000.00** each accident, **\$1,000,000.00** per disease and **\$1,000,000.00** aggregate. Provider's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- D. Insurance policies in Appendix A shall contain an endorsement containing the following terms:
  - 1. PALO ALTO UNIFIED SCHOOL DISTRICT and its respective affiliates, directors, officers, officials, partners, representatives, employees, Provider's, subcontractors, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
  - 2. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
  - 3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.
  - 4. Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Provider shall be called upon to contribute to a loss covered by insurance for the named insured.
- E. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause D.3 above.

AUG 29 2019

VALLEY OIL COMPANY  
785 YUBA DRIVE  
MOUNTAIN VIEW, CA 94041  
650-967-2253

REMIT PAYMENTS TO:  
VALLEY OIL COMPANY  
LOCKBOX #138719  
PO BOX 398719  
SAN FRANCISCO, CA 94139

\*\*\* I N V O I C E \*\*\*

CUSTOMER : 04345  
PALO ALTO UNIFIED  
SCHOOL DISTRICT  
25 CHURCHILL AVENUE  
PALO ALTO, CA 94306

SHIP TO :  
PALO ALTO UNIFIED  
  
85 CHURCHILL AVE  
PALO ALTO, CA

P.O. :

TERMS: NET DUE 10 DAYS

PO# BL 20097  
REQ NO# 000359

INVOICE : 987666

DATE : 08/21/19

DIVISION 01 / WAREHOUSE 01

PART	DESCRIPTION	UNITS	PRICE	EXTENDED
000081	DYED DIESEL BULK	450.00	2.3285	1,047.83
000001	U/L 10% ETHANOL BULK	2,210.00	2.7835	6,151.54
95	FED EXCISE TAX CREDIT GAS	2,210.00-	.183	404.43-
	SALES TAX - PAYABLE	1,047.83	.09	94.30
	SALES TAX - PAYABLE	5,747.11	.04	229.88
TOTAL				7,119.12

Date Received

9/3/19

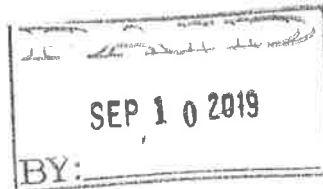
Approved by for Payment By

*[Signature]*

Charge to Account

7.72305.99.4361

PO# BL 20097  
REQ NO# 000359  
329-3247



\*\*\* RETAIN THIS INVOICE FOR YOUR RECORDS \*\*\*

\*\*\* A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 18%) \*\*\*  
\*\*\* WILL BE CHARGED ON OVERDUE ACCOUNTS \*\*\*

TERMS: NET DUE 10 DAYS

AUG 08 2019

VALLEY OIL COMPANY  
785 YUBA DRIVE  
MOUNTAIN VIEW, CA 94041  
650-967-2253

REMIT PAYMENTS TO:  
VALLEY OIL COMPANY  
LOCKBOX #138719  
PO BOX 398719  
SAN FRANCISCO, CA 94139

\*\*\* I N V O I C E \*\*\*

CUSTOMER : 04345  
PALO ALTO UNIFIED  
SCHOOL DISTRICT  
25 CHURCHILL AVENUE  
PALO ALTO, CA 94306

SHIP TO :  
PALO ALTO UNIFIED  
85 CHURCHILL AVE  
PALO ALTO, CA

P.O. :

TERMS: NET DUE 10 DAYS

PO# BL 20097  
REQ NO# 000359

INVOICE : 984293

DATE : 07/31/19

DIVISION 01 / WAREHOUSE 01  
DESCRIPTION

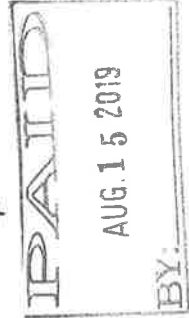
PART	UNITS	PRICE	EXTENDED
000081	250.00	2.4334	608.35
000001	1,600.00	2.9859	4,777.44
95	1,600.00	.183	292.80
	608.35	.09	54.75
	4,484.64	.04	179.39

8/13/19

Approved by for Payment By: *[Signature]* TOTAL

Charges to Account: 7,728.00 - 99.436

5,327.13



PO# BL 20097  
REQ NO# 000359

JUL 16 2019

VALLEY OIL COMPANY  
785 YUBA DRIVE  
MOUNTAIN VIEW, CA 94041  
650-967-2253

REMIT PAYMENTS TO:  
VALLEY OIL COMPANY  
LOCKBOX #138719  
PO BOX 398719  
SAN FRANCISCO, CA 94139

\*\*\* I N V O I C E \*\*\*

CUSTOMER : 04345  
PALO ALTO UNIFIED  
SCHOOL DISTRICT  
25 CHURCHILL AVENUE  
PALO ALTO, CA 94306

SHIP TO :  
PALO ALTO UNIFIED  
85 CHURCHILL AVE  
PALO ALTO, CA

P.O. : BL200997

TERMS: NET DUE 10 DAYS

PO# BL 20097  
REQ NO# 000359

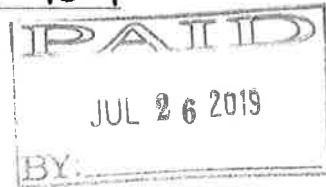
INVOICE : 979935

DATE : 07/09/19

DIVISION 01 / WAREHOUSE 01

PART	DESCRIPTION	UNITS	PRICE	EXTENDED
000081	DYED DIESEL BULK	400.00	2.4857	994.28
000001	U/L 10% ETHANOL BULK	2,800.00	2.9652	8,302.56
95	FED EXCISE TAX CREDIT GAS	2,800.00-	.183	512.40-
	SALES TAX - PAYABLE	994.28	.09	89.49
	SALES TAX - PAYABLE	7,790.16	.04	311.61
TOTAL				9,185.54

Date Received 7/19/19  
Approved by for Payment By [Signature]  
Charge to Account 7-72300-99-4361



329-3247

\*\*\* RETAIN THIS INVOICE FOR YOUR RECORDS \*\*\*

\*\*\* A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 18%) \*\*\*  
\*\*\* WILL BE CHARGED ON OVERDUE ACCOUNTS \*\*\*

TERMS: NET DUE 10 DAYS

979935

ORIGINAL INVOICE



Mobil



REMIT PAYMENTS TO:  
LOCKBOX #138719  
BOSCO OIL INC DBA VALLEY OIL  
PO BOX 398719  
SAN FRANCISCO, CA 94139-8719

SOLVENTS  
LUBE OILS  
CARD SYSTEMS  
CHEVRON PRODUCTS

NO REAL  
94042

2253  
4345  
PALO ALTO UNIFIED  
25 CHURCHILL AVE  
PALO ALTO CA 94306

TELEPHONE 329-3247 JOB NO./P.O. NO. BL 200997 DATE 7 19 19  
DELIVER TO Bus Yard 85 Churchill Ave BUSYARD  
TIME OF DELIVERY IN: OUT:

HTR # 102 Churchill Ave

Table with columns: QTY LOAD, DESCRIPTION, QTY DEL'D, UNIT PRICE, AMOUNT. Includes entries for DIESEL FUEL, CARB DYED ULSD, GASOLINE UNLEADED, and various taxes.

In case of suit for collection, all costs of collection, suit, and reasonable attorney's fees will be charged. To secure payment of this invoice and all other amounts due Valley Oil Co., customer hereby grants to Valley Oil Co. a security interest in the inventory and the proceeds of inventory. Valley Oil Co. shall have all remedies as provided in the Uniform Commercial Code upon default including the right to take immediate possession of the customer's inventory.

CREDIT TERMS: NET 10 DAYS. The unpaid balance remaining 10 days after the delivery date is subject to a service charge of 1.5% per month, which is an annual percentage rate of 18% applied to the unpaid balance. In the event Valley Oil Co. must undertake action to collect these charges, customer agrees to pay all costs of collection including reasonable attorney fees.

Payment options: CASH, CHECK NO., CHARGE. SUB-TOTAL 8,784.44. Includes fields for DRUM DEPOSIT, DELIVERED, RETURNED, NET CHANGE, and CUSTOMER'S SIGNATURE (Maria Jue).

X Ramon Siv POSTED



# VALLEY OIL CO.

987666

AUG 29 2019

785 YUBA DRIVE, OFF EL CAMINO REAL  
MOUNTAIN VIEW, CA 94042  
(650) 967-2253

REMIT PAYMENTS TO:  
LOCKBOX #138719  
BOSCO OIL INC DBA VALLEY OIL  
PO BOX 398719  
SAN FRANCISCO, CA 94139-8719

ORIGINAL INVOICE



4345  
PALO ALTO UNIFIED  
25 CHURCHILL AVE  
PALO ALTO CA 94306

SOLVENTS  
LUBE OILS  
CARD SYSTEMS  
CHEVRON PRODUCTS



REMIT PAYMENTS TO:  
VALLEY OIL COMPANY  
LOCKBOX #138719  
PO BOX 398719  
SAN FRANCISCO, CA 94139

TELEPHONE: 329-3747  
JOB NO./P.O. NO.:  
DATE: 8/21/19  
DELIVER TO: 85 Churchill Ave  
TIME OF DELIVERY:  
IN: OUT:

HTR # 100

QTY ORD'D	DESCRIPTION	QTY DEL'D	UNIT PRICE	AMOUNT
	DIESEL FUEL, 3, NA 1993, PG III CARB DYED ULSD 15ppm Sulfur			
	DIESEL FUEL FEDERAL EXCISE TAX		2.3285	
	DIESEL FUEL STATE USE TAX			
450	DIESEL FUEL, 3, NA 1993, PG III CARB DYED ULSD 15ppm Sulfur	450	2.3285	1,047.83
	THIS PRODUCT IS DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE. THIS FUEL MEETS EPA REQUIREMENTS FOR SULFUR, CETANE INDEX, OR AROMATIC CONTENT.			
2210	GASOLINE, 3, UN 1203, PG II UNLEADED	2210	2.7835	6,151.54
	GASOLINE, 3, UN 1203, PG II UNLEADED PLUS		2.7835	
	GASOLINE, 3, UN 1203, PG II PREMIUM UNLEADED			
	GASOLINE FEDERAL EXCISE TAX	2210	-.183	404.43
	GASOLINE STATE USE TAX			
87	31.62 u	70.01 u		
DF	49.33 u	63.36 u		
	DELIVERY/FREIGHT/HANDLING FEE			
	CA AB 32 FEE		.0032	
	ENVIRONMENTAL FEE		.0075	
	CALIFORNIA UNDERGROUND STORAGE TANK FEE		.02	
	CALIFORNIA OIL RECYCLING FEE		.24	
	DIESEL: SALES TAX PREPAY SG GH 78-005855			
	GASOLINE: SALES TAX PREPAY SG GH 78-005855			

IP TO :  
PALO ALTO UNIFIED  
5 CHURCHILL AVE  
PALO ALTO, CA  
TERMS: NET DUE 10 DAYS

DATE : 08/21/19

QTY	PRICE	EXTENDED
1,047.83	2.3285	1,047.83
6,151.54	2.7835	6,151.54
404.43	.183	404.43
94.30	.09	94.30
229.88	.04	229.88
<b>TOTAL</b>		<b>7,119.12</b>

119  
7100  
06.99.4361

RECORDS \*\*\*

ANNUAL RATE of 18% \*\*\*  
ACCOUNTS \*\*\*

SUB-TOTAL 6,794.94

CASH  CHECK NO.  CHARGE

DRUM DEPOSIT: DELIVERED, RETURNED, NET CHANGE

CUSTOMER'S SIGNATURE: X [Signature]

DRIVER'S SIGNATURE: X [Signature]

POSTED: [Signature]

In case of suit for collection, all costs of collection, suit, and reasonable attorney's fees will be charged. To secure payment of this invoice and all other amounts due Valley Oil Co., customer hereby grants to Valley Oil Co. a security interest in the inventory and the proceeds of inventory. Valley Oil Co. shall have all remedies as provided in the Uniform Commercial Code upon default including the right to take immediate possession of the customer's inventory.

**CREDIT TERMS: NET 10 DAYS.** The unpaid balance remaining 10 days after the delivery date is subject to a service charge of 1.5% per month, which is an annual percentage rate of 18% applied to the unpaid balance. In the event Valley Oil Co. must undertake action to collect these charges, customer agrees to pay all costs of collection including reasonable attorney fees.

**VALLEY OIL CO.**

DRIVE, OFF EL CAMINO REAL  
MOUNTAIN VIEW, CA 94042  
(650) 967-2253

REMIT PAYMENTS TO:  
LOCKBOX #138719  
BOSCO OIL INC DBA VALLEY OIL  
PO BOX 398719  
SAN FRANCISCO, CA 94139-8719

984293

ORIGINAL INVOICE



Mobil



SOLVENTS  
LUBE OILS  
CARD SYSTEMS  
CHEVRON PRODUCTS

4345  
PALO ALTO UNIFIED  
25 CHURCHILL AVE  
PALO ALTO CA 94306

TELEPHONE: 329-3747  
JOB NO./P.O. NO.:  
DATE: 7/31/19  
DELIVER TO: Ber Yard  
TIME OF DELIVERY IN: OUT:

85 Churchill Ave

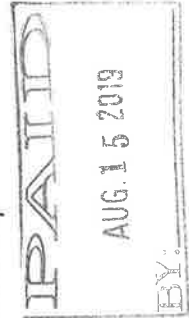
QTY ORD'D	DESCRIPTION	QTY DEL'D	UNIT PRICE	AMOUNT
	DIESEL FUEL, 3, NA 1993, PG III <b>CARB ULSD 15ppm Sulfur</b>			
	DIESEL FUEL FEDERAL EXCISE TAX			
	DIESEL FUEL STATE USE TAX			
300	DIESEL FUEL, 3, NA 1993, PG III <b>CARB DYED ULSD 15ppm Sulfur</b>	250	2.4334	608.35
	THIS PRODUCT IS DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE. THIS FUEL MEETS EPA REQUIREMENTS FOR SULFUR, CETANE INDEX, OR AROMATIC CONTENT.			
1800	GASOLINE, 3, UN 1203, PG II <b>UNLEADED</b>	1600	2.9859	4,777.44
	GASOLINE, 3, UN 1203, PG II <b>UNLEADED PLUS</b>			
	GASOLINE, 3, UN 1203, PG II <b>PREMIUM UNLEADED</b>			
	GASOLINE FEDERAL EXCISE TAX	1,600	(.183)	292.80
	GASOLINE STATE USE TAX			
	DELIVERY/FREIGHT/HANDLING FEE			
	CA AB 32 FEE		.0032	
	ENVIRONMENTAL FEE		.0075	
	CALIFORNIA UNDERGROUND STORAGE TANK FEE		.02	
	CALIFORNIA OIL RECYCLING FEE		.24	
	DIESEL: SALES TAX PREPAY SG GH 78-005855			
	GASOLINE: SALES TAX PREPAY SG GH 78-005855			

95  
FED EXCISE TAX CREDIT GAS 1,600.00 - .183  
SALES TAX - PAYABLE 608.35 .09  
SALES TAX - PAYABLE 4,484.64 .04

Approved by for Payment By: [Signature]

Charge to Account 7,723.00 - 99.4361

292.80 -  
54.75  
179.39  
5,327.13



In case of suit for collection, all costs of collection, suit, and reasonable attorney's fees will be charged. To secure payment of this invoice and all other amounts due Valley Oil Co., customer hereby grants to Valley Oil Co. a security interest in the inventory and the proceeds of inventory. Valley Oil Co. shall have all remedies as provided in the Uniform Commercial Code upon default including the right to take immediate possession of the customer's inventory.

**CREDIT TERMS: NET 10 DAYS.** The unpaid balance remaining 10 days after the delivery date is subject to a service charge of 1.5% per month, which is an annual percentage rate of 18% applied to the unpaid balance. In the event Valley Oil Co. must undertake action to collect these charges, customer agrees to pay all costs of collection including reasonable attorney fees.

CASH  CHECK NO.  CHARGE % SALES TAX

DRUM DEPOSIT DELIVERED RETURNED NET CHANGE

X TOTAL

CUSTOMER'S SIGNATURE: [Signature]  
DRIVER'S SIGNATURE: [Signature]

PO# BL 20097  
REQ NO# 000359

**Palo Alto Unified School District  
Gasoline/Diesel Fuel RFP  
16-P-04-MOT**

**16-P-04-MOT Fuel Bid Pricing Results**

Participant	SC Fuel		Western States Oil		Valley Oil Co.	
	Unleaded	Diesel	Unleaded	Diesel	Unleaded	Diesel
Guaranteed Overhead \$	0.46654	0.16562	0.055	0.055	0.035	0.065
Bid Bond	X	X		X		
Bid Package	X	X		X		
Pg 6 - Emergency Delivery						
		\$21.25		\$21.25		\$25.00
Piggyback	Y	Y		Y		
Acknowledgement of Add 1	X			X		
Est Gal	39950	12510	39950	12510	39950	12510
Est Yearly Overhead Total	18638.273	2071.9062	2197.25	688.05	1398.25	813.15
<b>Overhead Totals</b>		<b>\$ 20,710.18</b>		<b>\$ 2,885.30</b>		<b>\$ 2,211.40</b>



PALO ALTO UNIFIED SCHOOL  
DISTRICT  
25 CHURCHILL AVENUE • PALO ALTO,  
CALIFORNIA 94306  
PHONE 650-329-3730 FAX 650-329-3803

**Business  
Services**

NOTICE OF AWARD  
BID #16-P-04-MOT  
GASOLINE and DIESEL FUEL

June 23, 2016

Valley Oil Company  
785 Yuba Drive  
Mountain View, CA 94042

Dear Mike Taft,

RE: 16-P-04-MOT Gasoline and Diesel Fuel Provider

We are pleased to announce with this NOTICE OF AWARD that the Valley Oil Company has been chosen as our Gasoline and Diesel provider based on your proposal received on 4/25/2016. The contract start date will be 7-1-2016 and will be in effect for 3 years with two potential one-year extensions. Please forward an agreement to this office for review within five business days.

Thank you for your proposal and we look forward to a mutually beneficial relationship with your company.

Sincerely,

Cathy Mak  
CBO  
Palo Alto Unified School District