

1 PURCHASE AGREEMENT

2 **34631**

3 THIS AGREEMENT is made and entered, in duplicate, as of May 2, 2017,  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on April 18, 2017, by and between AIRSPACE, LLC DBA  
6 JFI JETCENTER, a Delaware limited liability corporation ("Contractor"), with a place of  
7 business at 4310 Donald Douglas Drive, Long Beach, California 90808, and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the purchase and delivery  
10 of petroleum fuels for various fuel sites throughout the City," published by City, bids were  
11 received, publicly opened and declared on the date specified in said Notice; and

12 WHEREAS, the City Manager accepted the bid of Contractor; and

13 WHEREAS, the City Council authorized the City Manager to enter a contract  
14 with Contractor for the work described in Specifications No. ITB FS 17-019;

15 NOW, THEREFORE, in consideration of the mutual terms and conditions  
16 herein, the parties agree as follows:

17 1. Contractor shall sell, furnish, and deliver to the City the petroleum  
18 listed in accordance with Specifications No. ITB FS 17-019, the Notice Inviting Bids, and  
19 Contractor's Bid, all of which are on file in the office of the City Manager.

20 2. ITB FS 17-019, which includes the Specifications, is attached hereto  
21 as Exhibit "A" and incorporated herein. Contractor shall comply with all requirements as  
22 specified in Exhibit "A", except with regards to any conflicting changes and/or additions  
23 expressly made herein. In the event of any conflict or ambiguity between this Agreement  
24 and Exhibit "A", the provisions of this Agreement shall govern.

25 3. Purchase Price.

26 A. City shall pay to Contractor for said petroleum the prices set  
27 forth on Exhibit "B", attached hereto and incorporated herein, in an amount not to  
28 exceed One Hundred Thousand Dollars (\$100,000) per annum during the term of

1 the Agreement. The prices set in Exhibit "B" shall be firm and no price adjustments  
2 shall be made.

3 B. Payment shall be made in due course of payments by the City  
4 after delivery of said petroleum and acceptance thereof, and receipt of an invoice  
5 from Contractor. City has the right to test the petroleum delivered in order to ensure  
6 quality in the City's discretion.

7 4. Term. The term of this Agreement shall begin at 12:01 a.m. on June  
8 1, 2017, and shall end at midnight on May 31, 2020, unless sooner terminated as provided  
9 in this Agreement. The parties have the option to renew this Agreement for two (2)  
10 additional one-year periods at the discretion of the City Manager.

11 5. Notice. Notice shall be in writing and personally delivered or deposited  
12 in the U.S. Postal Service, first class, registered or certified, return receipt, postage prepaid,  
13 to Contractor at the address first stated above, and to City at 333 West Ocean Boulevard,  
14 Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the  
15 date of personal delivery or on the date shown on the return receipt, whichever first occurs.  
16 Notice of change of address shall be given as other notices.

17 6. Assignment. Contractor shall not, except for moneys due and payable  
18 hereunder, assign its rights or delegate its duties hereunder, or any interest herein, or any  
19 portion hereof, without the prior written approval of City. Any attempted assignment or  
20 delegation shall be void, and any assignee or delegate shall acquire no right or interest by  
21 reason of such attempted assignment or delegation. Furthermore, Contractor shall not  
22 subcontract any portion of the performance required hereunder without the prior written  
23 approval of City.

24 7. Termination. Either party shall have the right to terminate this Contract  
25 at any time by giving ninety (90) calendar days prior written notice to the other party.  
26 Contractor shall be charged for any direct losses, but not any consequential damages,  
27 sustained by the City by reason of such termination, excepting losses caused by reasons  
28 beyond Contractor's reasonable control. Direct losses shall include any costs to the city in

1 excess of the Contract price of obtaining goods/services from other sources similar to those  
2 terminated hereunder. Termination of this Agreement shall not affect rights or liabilities of  
3 the parties which accrued prior to termination and shall not extinguish any warranties.  
4 Contractor shall not be liable or charged for any direct losses or consequential damages  
5 as a result of City applying and enforcing the terms of the Long Beach Airport "Minimum  
6 Standards for Aeronautical Activities", dated January 2008, for providing services onto the  
7 Contractor.

8           8.     Indemnity.

9           A.     Contractor shall indemnify, protect and hold harmless City, its  
10           Boards, Commissions, and their officials, employees and agents ("Indemnified  
11           Parties"), from and against any and all liability, claims, demands, damage, loss,  
12           obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
13           costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
14           in connection with (1) Contractor's breach or failure to comply with any of its  
15           obligations contained in this Agreement, including any obligations arising from the  
16           Contractor's compliance with or failure to comply with applicable laws, or (2)  
17           negligent or willful acts, errors, omissions or misrepresentations committed by  
18           Contractor, its officers, employees, agents, subcontractors, or anyone under  
19           Contractor's control, in the performance of work or services under this Agreement  
20           (collectively "Claims" or individually "Claim").

21           B.     In addition to Contractor's duty to indemnify, Contractor shall  
22           have a separate and wholly independent duty to defend Indemnified Parties at  
23           Contractor's expense by legal counsel approved by City, from and against all  
24           Claims, and shall continue this defense until the Claims are resolved, whether by  
25           settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
26           breach, or the like on the part of Contractor shall be required for the duty to defend  
27           to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
28           Claim to Contractor, and shall assist Contractor, as may be reasonably requested,

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in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. Miscellaneous.

A. In connection with performance of this Agreement and federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Agreement on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

B. This Agreement was created as a joint effort of both parties and neither it nor any part of it shall be construed against one party as the drafter.

C. This Agreement, including Exhibits, shall not be amended, nor any provision or breach hereof waived except in a writing signed by the parties which expressly refers to this Agreement.

D. Contractor shall at all times during the duration of this Agreement maintain insurance as specified in Exhibit "A".

E. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District, for state claims, and in the United States District Court, Central District of California, for any federal claims.

F. This Agreement, including Exhibits, constitutes the entire

1 understanding between the parties and supersedes all other agreements, oral or  
2 written, or preprinted terms and conditions of the Purchase Order to the extent they  
3 are inconsistent with this Agreement, with respect to the subject matter herein.

4 G. In the event of any conflict or ambiguity between this  
5 Agreement and any Exhibit, the provisions of this Agreement shall govern.

6 H. The acceptance of any services or the payment of any money  
7 by City shall not operate as a waiver of any provision of this Agreement, or of any  
8 right to damages or indemnity stated herein. The waiver of any breach of this  
9 Agreement shall not constitute a waiver of any other or subsequent breach of this  
10 Agreement.

11 I. Contractor shall not use the name of City, its officials or  
12 employees in any advertising or solicitation for business nor as a reference without  
13 the prior written approval of City's City Manager.

14 J. This Agreement is intended by the parties to benefit themselves  
15 only and is not in any way intended or designed to or entered for the purpose of  
16 creating any benefit or right for any person or entity of any kind that is not a party to  
17 this Agreement.

18 K. In performing hereunder, Contractor is and shall act as an  
19 independent contractor and neither Contractor nor its employees, agents, suppliers  
20 or subcontractors shall act as or be deemed employees, representatives or agents  
21 of City.

22 L. Contractor shall comply with all applicable federal, state and  
23 local laws and regulations during performance hereunder.

24 M. The terms and conditions of this Agreement are severable. If  
25 any term or condition is held invalid, void or unenforceable, the remaining terms and  
26 conditions shall be given effect.

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N. The division of provisions hereof into sections and the captions on those sections is for convenience only and shall not be considered in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all of the formalities required by law as of the date first stated above.

AIRSPACE, LLC DBA JFI JETCENTER, a Delaware limited liability corporation

5/29, 2017

By [Signature]  
Name Damon Dounetier  
Title VP of operations

"Contractor"

CITY OF LONG BEACH, a municipal corporation

June 8, 2017

By [Signature]  
City Manager  
Assistant City Manager Tom Modica  
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on June 2, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT "A"

BID NUMBER ITB FS 17-019

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: SOKUNTHEA KOI  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



INVITATION TO BID

PETROLEUM FUELS

CONTRACT NO. \_\_\_\_\_

- COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any Items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor -- refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Long Beach, CA ON THE 12th DAY OF January, 20 2017.

COMPANY NAME: Airspace LLC, DBA JFI JetCenter TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 4310 Donald Douglas Drive CITY: Long Beach STATE: CA ZIP: 90808

PHONE: 562-425-8800 FAX: 562-425-3057

S/ [Signature] Business Development  
(SIGNATURE) (TITLE)

Valerie Boes Valerie@jfijets.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] VP Operations  
(SIGNATURE) (TITLE)

Damon Danneker DDanneker@flyalerion.com  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY \_\_\_\_\_  
Director of Financial Management

APPROVED AS TO FORM  
\_\_\_\_\_, 20\_\_\_\_  
CHARLES PARKIN  
CITY ATTORNEY  
\_\_\_\_\_  
Deputy



**BID NUMBER ITB FS 17-019**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:  
Corporation  State of \_\_\_\_\_  
Partnership  State of \_\_\_\_\_  
                  General  Limited   
Joint Venture   
Individual  DBA

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Limited Liability Company  State of CA

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**  
Ethnic (Check one):  
 Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian  
Non-ethnic Factors of Ownership (check all that apply):  
 Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65  
Is the firm certified as a Disadvantaged Business:  Yes  No  
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?  
 Yes  No  
Name of certifying agency: \_\_\_\_\_

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**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY  
CONTACTING 562-570-6200.**

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

#### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

#### TITLE(S)

- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

**2. EXAMINATION OF BID:**

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

**3. CONDITIONS OF WORK:**

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

**4. DISCREPANCIES IN BID DOCUMENTS:**

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

**5. ORAL STATEMENTS:**

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

**6. BRAND NAMES AND SPECIFICATIONS:**

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

**7. AWARD:**

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum of discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing; and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

**8. PAYMENT:**

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

**9. SAFETY APPROVAL:**

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

**10. BUSINESS LICENSE:**

The Long Beach Municipal Code (LPMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlcr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

**Elitio Factors of Ownership: (more than 51%)**

Black	( )	American Indian	( )
Hispanic	( )	Other Non-white	( )
Asian	( )	Caucasian	( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened.

**SUBMIT TO:**  
**CITY OF LONG BEACH**  
**CITY CLERK - ATTN: Sokunthea Kol (Soey)**  
**333 W OCEAN BLVD/PLAZA LEVEL**  
**LONG BEACH CA 90802**

**BID DUE DATE:** January 24, 2017

**TIME:** 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

<u>SOEY KOL</u>	<u>(562) 570-6123</u>
BUYER	TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

**CAUTION:** Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES  NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

INSTRUCTIONS TO BIDDERS

**19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

**20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT - GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services; or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney's fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the City in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk; and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT - GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if

CONTRACT - GENERAL CONDITIONS

Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude coverage for sudden and accidental pollution incidents.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its boards, officials, employees, and agents.
- (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 and, as applicable, not excluding coverage for a vehicle operating alongside in an amount not less than Five Million Dollars (US \$5,000,000) combined single limit (CSL) per accident for bodily injury, property damage, and sudden and accidental pollution liability covering Symbol 1 ("Any Auto").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the City of Long Beach, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30)



CONTRACT -- GENERAL CONDITIONS

days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

**INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the work under this Agreement and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the indemnified Parties; or (2) reduced by the percentage of willful misconduct attributed by the court to the indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:**

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished

CONTRACT - GENERAL CONDITIONS

by others for installation or erection by Contractor; Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

**BID NUMBER ITS FS 17-019**

**PROJECT OVERVIEW**

The City of Long Beach (City) is seeking bids for the purchase and delivery of petroleum fuels for various fuel sites throughout the City. The estimated annual volume is 1,650,000 total gallons.

The contract will be for a period of 36 months with two annual renewal options at the discretion of the City. The contract term will not exceed 60 months

**BID TIMELINE** – All times are Pacific Time

Bid release date:	December 22, 2016
Mandatory Pre-Bid Meeting:	January 4, 2017 @ 8:30 am
Questions due:	January 9, 2017 by 4:30 pm
Response from City to bidder:	January 17, 2017 by 4:30 pm
Bid due date:	January 24, 2017 by 11:00 am

**MANDATORY PRE-BID CONFERENCE/SITE VISIT**

A Mandatory Pre-Bid Conference/Site Visit shall be held for the purpose of answering questions and viewing the sites to verify existing conditions. Due to the nature of the scope of work and the specific standards required by the City, no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference/Site Visit as scheduled. Attendance is mandatory at both the conference and site visit (a sign in sheet and roll call will be taken). All bidders that do not attend the meeting and visit the sites will have their bids disqualified. Following the meeting/site visit, bidders will not be permitted access to the sites.

RSVPs are helpful in determining the required resources needed to conduct the meeting. Bidders are encouraged to RSVP on PlanetBids prior to the meeting.

**MANDATORY PRE-BID CONFERENCE SCHEDULE**

Time:	8:30 AM, PST
Date:	January 4, 2017
Location:	City of Long Beach, Fleet Services 2600 Temple Avenue Long Beach, CA 90806

Bidder must sign-in at the pre-bid conference to be able to submit a bid.

**MANDATORY SITE INSPECTIONS**

There is a mandatory site visit scheduled for this bid immediately following the Pre-bid meeting. Bidders shall be responsible for examining the location, physical conditions and surroundings of the proposed work site to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications. This is mandatory and there will not be any further inspections after the date listed above.

BID NUMBER ITB FS 17-019

**BID SUBMISSION INSTRUCTIONS:**

It is recommended that bidders visit the City's website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)

**METHOD OF SUBMISSION:**

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach  
C/O City Clerk  
Attn: Sokunthea Kol (Soey)  
333 West Ocean Boulevard, Plaza Level  
Long Beach, CA 90802

**BID NUMBER ITB FS 17-019**

Documents shall be clearly labeled in a sealed envelope or box as follows:

**ITB FS 17-019 Petroleum Fuels**

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, January 24, 2017. Bids and required hard copy forms that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) attention Soey Kol with the bid number in the subject line of the email message.

**REFERENCES**

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form, Attachment B. Additionally, Contractor may be required to supply record of proven satisfactory use of fuels offered in urban city operations of product being bid. Adequacy of such proof shall be determined by the City.

**AWARD**

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids. It is the intention of the City to make multiple awards; however, the number of awards will depend on the quality and quantity of bids received. The City reserves the right to award the contract based on the availability and pricing of Renewable Diesel (R99).

**RIGHT TO REJECT BID**

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

**BID PROTEST PROCEDURES**

**Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

**Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract.

**Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3<sup>rd</sup>) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**BOND PROVISIONS**

Not applicable.

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

**ACCESS TO CONTRACTOR'S RECORDS**

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which

**BID NUMBER ITB FS 17-019**

are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

**AMERICANS WITH DISABILITIES ACT**

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

**COPYRIGHT**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

**DRUG-FREE WORKPLACE**

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

**ENERGY EFFICIENCY**

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**ENVIRONMENTAL LEGISLATION**

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

**PATENT RIGHTS**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.



**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

**PUBLICATIONS**

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

**RIGHTS TO DATA**

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so, as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

**RIGHTS TO USE INVENTIONS**

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

**SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database ([www.sam.gov](http://www.sam.gov)).

**REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE**

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. See Attachment F. Please include a printout of your business entity from the website. For more information, please consult: <http://www.sos.ca.gov>

**PUBLIC RECORDS REQUESTS**

Bid will become public record after the award of a contract unless specific parts of the bid can be shown to be exempt by law. Each vendor may clearly label part of a bid as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

**CONTRACT PERIOD**

The Contract term shall be thirty-six (36) months from the date of award or from the expiration of the current contract, whichever is earlier, unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

**RENEWALS**

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable. Documentation may be required to provide justification for any increases that are out of the control of the Contractor. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

**PRICING**

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected. Oil Price Information Service (OPIS) differential pricing shall remain firm for the duration of the Contract. No price increases will be allowed during the first thirty-six-month contract period.

**CONTRACT ENFORCEMENT**

In the event the City commences legal proceedings for the enforcement of the Contract and is the prevailing party, the City shall be entitled to an award of attorney's fees and cost incurred in the action.

**FUTURE AMENDMENTS**

The City reserves the right to add, delete, increase and/or decrease the quantity, of any item(s) or portion(s) of the work required, or amend such other terms and conditions, which may become necessary. The City shall reduce or increase the price accordingly. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Manager and executed by the Contractor and the City. Any price adjustments shall be made by mutual consent of the parties in that case.

**INSURANCE**

See Requirements on page 9, Section 30 and Attachment E.

**VALIDITY**

The invalidity, unenforceability or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

**COMPLIANCE WITH LAWS**

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the Contractor shall report the same in writing to the City.

**CONFLICT OF INTEREST**

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

**BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. The Contractor must reference BPO release number and not the BPO number on all invoices.

**CONTRACTOR'S EMPLOYEES**

Specify the number of current full-time employees residing in Long Beach \_\_\_\_\_

**VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Valerie Boes  
Contact Direct Phone: 562-425-8800  
Contact Fax: 562-425-3057  
Contact E-mail: valerie@jfljets.com

SPECIFICATIONS

GENERAL

Contractor must have the capability of delivering petroleum fuels in accordance with the specifications and shall have the capability to pump out fuels from tanks in case of emergency. Contractor shall submit a statement of qualifications and experience to meet the delivery requirements. Bids will only be accepted from refiners or resellers of fuels that are legal for sale in the State of California. Bidders must bid on the Oil Price Information Service (OPIS) differential.

DELIVERY REQUIREMENTS

The Contractor shall make fuel deliveries to designated locations within the City of Long Beach when ordered by the Fuel Operations Program Officer, or authorized City representative from the Fuel/UST Division, or electronically from the City's automated email notification system (PetroTools). The City reserves the right to specify in said orders whether the deliveries are required in tank wagon or truck/trailer loads. Additionally, orders must be accepted for truck/trailer split product loads (unleaded/diesel). Deliveries shall be made between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless specifically instructed otherwise. The City requires that delivery be made within twenty-four (24) hours after notification.

DELIVERY (ARO): 20 min to Helicopter (Hours) If time shown is more than 24 hours after receipt of order, the bid may be rejected.

Delivery shall be FOB Destination City of Long Beach. Price quoted shall include all shipping and handling charges to various city locations designated at time of order, which shall be within the City of Long Beach.

Fuel that cannot be delivered due to insufficient storage capacity or site access issues shall be delivered to an alternate site as directed by authorized representatives at no additional cost to the City.

The City will make every effort to ensure that deliveries are not redirected to alternate locations due to insufficient storage capacity.

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped, in good mechanical condition and appearance, always bearing the correct placard identification of fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Contractor, including product in spill containers.

Drivers, whether employees of vendor or sub-contractors, shall complete the following:

- Measure the fuel level prior to delivery;
- Record fuel levels on delivery tickets both prior to and after deliveries are made; and
- Ensure that the tank(s) is (are) not overfilled to more than 90% of maximum and set into alarm

There will be a minimum of a \$50 fine, up to a cost of fuel removal, to keep the site in compliance for delivery related overfill. The City reserves the right to decide on how the fuel removal shall be managed.

### SPECIFICATIONS

In the event that a tank is unable to hold the amount of fuel ordered, the Contractor will notify the Fuel Officer or authorized designee to receive instructions. Contact persons and phone numbers will be provided for each location and billable entity in the contract after award of contract.

Jet "A" fuel may be required to be delivered to the City's fuel trucks. Deliveries may be made by truck, but the Contractor should be aware that additional hoses and/or attachments may be needed for fuel deliveries in tight turnaround areas.

The contractor is responsible for all spillage that may occur during transit, loading or unloading. Clean up shall be performed in accordance with EPA and State of California guidelines and requirements. All spills are to be reported to Fleet Services immediately after occurrence. Failure to do so will initiate corrective action and charge back to the vendor of any cost incurred. Successful bidders must provide an action plan for spill cleanup within seven (7) days of contract award.

The City reserves the right to deny delivery vehicles leaking fuel or other hazardous materials access to City property. The contractor will be notified of denied access and delivery shall be made within one (1) business day upon notification.

### FUEL DELIVERY LOCATIONS

Current delivery locations are provided in Appendix A. Maps of the fuel sites are available in Appendix B. The City reserves the right to add or delete locations for services within the City's boundaries under the same terms and conditions as stated herein.

Delivery charges for locations added after the award of the contract shall be mutually agreed to by the Contractor and the City. For the locations not stated in this invitation to bid, prices must be similar to other locations (in proximity) quoted. The City reserves the right to negotiate a fair and reasonable price for any additional location(s) or work not covered in these specifications.

### EMERGENCIES

Bidder shall provide the name and contact information of a representative who shall be available 24 hours per day, 7 days per week, in the event of an emergency. During the emergency, Bidder shall provide the City with all available supplies, materials, equipment and/or services on a priority basis.

### WARRANTIES

Contractor shall warrant that each item shall conform to the requirements hereof and will be free from defects. In addition to other remedies which may be available, the City may, at its option, reject and return any non-conforming or defective items to and/or require correction or replacement of said item at the location of the time when the defect is discovered, all at the Contractor's risk and expense. If the City does not require a correction or replacement of non-conforming or defective items, Contractor shall repay such portion of the payment relating to said non-conforming or defective items. The City's rights hereunder are in addition to but not limited by Contractor's standard warranties. Inspection and acceptance of items by City, or payment therefor, shall not relieve Contractor of its obligations hereunder. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause also shall be subject to all the provisions of these specifications.

SPECIFICATIONS

TEST REPORTS

Upon request, a test report shall be submitted for each grade of petroleum bid. Testing shall be in accordance with current American Society for Testing and Materials (ASTM) Standard for Jet A, gasoline and diesel fuels. All products supplied by Contractor may be subject to periodic test by independent laboratories at the option of the City to determine if whether or not the product being supplied meets specifications. In the event the product failed to meet the specifications, Contractor shall be required to remove and replace the product at its own expense, or make other appropriate adjustments.

TEMPERATURE CORRECTION

Contractor shall correct or adjust gasoline, diesel, or aviation fuel deliveries so as to be stated, billed, and paid for on the basis of such gasoline, diesel, and aviation fuel at a temperature of 60 degrees Fahrenheit, using methods that are accepted as being in general use for this method of adjusting volumetric quantities to temperature conditions. Such corrections shall apply to truck/trailer deliveries. Corrections shall be made on all bulk deliveries of Petroleum Products in accordance with Table 6B, Petroleum Measurement Tables.

METHOD OF BILLING

The Contractor/Supplier shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. Contractor shall invoice each Department separately:

1. Financial Management, Fleet Services Bureau, 2600 Temple Ave, 90806
2. Harbor Department, 725 Harbor Plaza, Long Beach, CA 908902
3. Water Department, 1800 E. Wardlow Rd., Long Beach, 90807

Payment shall be made to Contractor upon receipt of invoice for fuels delivered hereunder by Contractor and accepted by City.

INVOICING

All invoices shall contain at least the following:

1. Purchase Order Number
2. Items purchased
3. Price per gallon
4. Extension
5. State and local sales tax
6. California Motor Fuel Tax
7. Shipping and/or split load charges
8. Total amount
9. Net payment information, i.e., (net 30)

**SPECIFICATIONS**

In order for payments to be made in a prompt and expeditious manner the following billing requirements must be followed:

1. A copy of the delivery ticket along with a copy of the Veeder Root tapes shall be left in a designated box at each the drop site.
2. The original delivery ticket(s) and an invoice plus two copies shall be transmitted to the appropriate address listed above, within three (3) working days after the delivery.
3. All documents that do not have matching control numbers shall be cross-referenced prior to transmittal.
4. A copy of the OPIS print-out must be included with all invoices.

The City will not pay invoices with incorrect charges and Contractor shall resubmit corrected invoices within one business day.

Payment Terms: Net 30 ; \_\_\_\_\_% discount in \_\_\_\_\_ days.

**TAXES**

Prices quoted in bid shall exclude all applicable taxes. (i.e.: Federal excise tax, LUST, State motor vehicle fuel tax, applicable California State motor vehicle tax and State sales tax). Applicable taxes shall be added to invoices by Contractor at time of invoicing. The City of Long Beach is exempt from Federal Excise Tax.

**BRAND**

The petroleum fuels furnished hereunder shall be equal to or better than that furnished by the Contractor to commercial customers. The fuels furnished shall perform satisfactorily in the City's equipment. The City reserves the right to request a guaranteed analysis of each brand quoted at any time.

**REGULATIONS**

Any contract resulting from this bid shall be subject to allocation orders of the United States of America and/or the State of California. All fuels furnished shall comply with Federal, State, County and local rules, regulations or law. It is understood that the City's obligation to purchase fuels from the Contractor will cease if the use of such fuels violates any of the above requirements.

**AIR RESOURCES REQUIREMENT**

Contractor shall comply with the provisions of AQMD Ruling 1113 of 1977 and any subsequent amendments, and the standards and regulations issued thereunder, and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations. Contractor shall defend, indemnify and hold harmless the City, its officials, employees and agents from and against all claims, demands, damage, liability, loss, causes of action, costs and expenses arising from Contractor's failure to comply with the Ruling and the standards issued thereunder, and for the failure of the items furnished hereunder to so comply.

SPECIFICATIONS

MISCELLANEOUS ITEMS

Miscellaneous fuels and related products may be purchased in an amount not to exceed \$1,000.00 per order. The City reserves the right to negotiate a fair and reasonable price for any additional item(s) not covered in these specifications.

FINANCIAL

Contractors not owning refineries shall have lines of credit with refineries or financial institutions, or letters of credit from financial institutions. Contractor shall provide with the bid, a list of a minimum of four (4) refineries or financial institutions at which they have a line of credit. Such list shall include refinery or financial institution name, street address, telephone number and contact person. Failure to include lines of credit documentation may void the bid if the City has no prior experience with bidder.

EXCUSABLE DELAYS

Contractor shall be excused from performance hereunder during the time and to the extent that Contractor is prevented from doing so by act of fire, flood, acts of God, strike, commandeering of material, products and provided that such non-performance is beyond the control, or not due to the fault or negligence, of the Contractor.

PLANT SITE

The City may require the Contractor to provide fuels for pick-up at Contractor's plant site as needed by the City. Contractor shall state below if they will allow City authorized personnel to pick-up Jet A, gasoline or diesel fuels at Contractor's distribution facility. Contractor shall dispense fuel into City owned tank-wagon with 2,000-gallon capacity.

Yes \_\_\_\_\_ No

Contractor's plant terminal shall be within a fifteen (15) mile radius of the Fleet Services Bureau located at Temple Avenue and Willow Street.

If yes, state location where petroleum fuels may be picked up:

Address of facility: \_\_\_\_\_

Contact name and number: \_\_\_\_\_

Any changes to the plant site information stated above must be made in writing to the City Purchasing Agent, 333 W Ocean Blvd., Long Beach CA 90802.

MATERIAL SAFETY DATA SHEET

In compliance with Title 8 of the California Code of Regulations (OSHA), the City requires two copies of the U.S. Department of Labor - Material Safety Data Sheet for item(s) purchased. The Material Safety Data Sheet shall be submitted to the using department at time of delivery. The Material Safety Data Sheet(s) should not be submitted with the bid.



SPECIFICATIONS

SOURCE GUARANTEE

Bidders who do not own refineries shall have contracts or written irrevocable commitments to contract with refiners which are capable of supplying products which meet fuel specifications in the quantities listed herein. Contracts or commitments must guarantee supply in the required amounts for the term of any contract resulting from this bid. Failure to include source guarantee documentation may void bid if the City has no prior experience with bidder.

GASOLINE

Gasoline shall be CARB-approved unleaded gasoline. The anti-knock index for regular unleaded gasoline shall not be less than 87 octane, and not less than 91 octane for Premium. Gasoline shall have adequate levels of deposit control additives in accordance with California Code of Regulations Title 13, Section 2257. Contractor shall provide oxygenated gasoline during the control period (November 1st to February 29th) for the Long Beach, CA area. The City prefers Ether blended gasoline during oxygenated season.

DIESEL

Contractor shall be able provide Renewable Diesel (R99), CARB-approved Ultra Low Sulfur Diesel #2 and CARB-approved #2 dyed diesel fuel, upon request for off-road purposes. Ultra-Low Sulfur Diesel #2 is characterized by low sulfur content (maximum 15 parts per million) and a number of other properties, such as high cetane number (minimum 57) which leads to lower emissions. Renewable Diesel (R99) shall meet ASTM D975 specifications.

JET "A" FUEL

Jet A Fuel shall meet service requirements ASTM D1655. Fuel tanks are not available at the Heliport address; therefore, fuel shall be delivered into the two (2) Eurocopter helicopters resident at the site directly.

ALTERNATIVE FUELS

The City of Long Beach reserves the right to use other vendors, outside of contracts awarded pursuant to these specifications, in order to purchase government mandated "Alternative Fuels". Contractors will be provided an opportunity to quote on such alternative fuels. The U.S. Department of Energy classifies the following fuels as "alternative fuels":

- electricity;
- hydrogen;
- ethanol;
- natural gas;
- propane;
- and solar energy

SPECIFICATIONS

PRICING AND PRICE ADJUSTMENT

The City's estimated annual volume is 1,650,000 total gallons. It is understood by the Contractor that the quantities given are estimates and that the City may purchase an amount above or below the estimate given according to the requirements and needs of the City. The City does not guarantee that it will place a minimum quantity or dollar amount of orders. The Contractor shall furnish whatever quantities are specified by the City, at whatever locations are specified by the City, after the award of the Contract, whether the quantities are more or less than the estimates, at the prices bid.

The City requires OPIS Gross Contract Average daily (10:00 am) prices with CAR costs at the PADD 5: West Coast, Southern California and Southern Nevada Region, Los Angeles Rack plus the delivery differential for approximately 1,650,000 gallons.

For the base price of the renewable diesel, the City will use the daily (10:00am) contract average price quoted for B5 in the OPIS for product description OPIS GROSS WHOLESALE B0-5 SME BIODIESEL prices with CAR cost. If the OPIS publication is modified, the City 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.

- Jet A Fuel 65,000 gallons
- Unleaded 1,200,000 gallons
- Renewable Diesel 350,000 gallons
- Dyed Diesel 30,000 gallons
- Super Unleaded 5,000 gallons

The differential shall be fixed for a period not less than one (1) year. The City requires that the Contractor has a separate line item for the freight charges on all invoices. Contractor shall offer to the City any and all rebates, allowances or other price reduction incentives being offered to customers of the Contractor, including any "pass through" incentives from refineries.

The Base Price defined above shall be adjusted according to the "plus/minus" cents per gallon as bid. The adjustment amount shall be firm for the life of the agreement resulting from this bid and shall not be subject to change.

Line Items 1 through 10 of the ITB refer to OPIS. OPIS prices are available through their website at [www.opisnet.com](http://www.opisnet.com). Contractor shall provide the City with a subscription to the OPIS website for price information service for the PADD 5: West Coast, Southern California and Southern Nevada Region, Los Angeles Rack. Subscription shall remain in effect during the entire term of the Contract.

The City reserves the right to place orders in such a manner as to secure the products needed at the most reasonable price and in a timely manner.

COMPLIANCE

Bidder must comply with all applicable national, federal, state and local agency regulations, codes and laws; be liable for all required insurances, licenses, permits and bonds; pay all applicable federal, state and local taxes.

# EXHIBIT “B”

**Bid Results**

**Bidder Details**

**Vendor Name** Airspace LLC  
**Address** 4310 Donald Douglas Drive  
 Long Beach, CA 90808  
 United States  
**Respondee** Valerie Boes  
**Respondee Title** Business Development Manager  
**Phone** 562-425-8800 Ext.  
**Email** valerie@jfjets.com  
**Vendor Type** NONE,Local

**Bid Detail**

**Bid Format** Electronic  
**Submitted** February 16, 2017 12:53:13 PM (Pacific)  
**Delivery Method** fuel truck to helicopter  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 95711  
**Ranking** 0

**Respondee Comment**

pricing for each gallons of fuel purchased by the helicopter is :  
 Cost + .80 per gallon

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Signed Bid	City of Long Beach Signed Bid-1-19-2017.pdf	Complete Bid Document - all pages and sections
Bid 3	2-15-2017 LB Police Bid-3.pdf	Appendices & Attachment A-F

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>Discount Terms</b> no discount							
<b>Diesel</b>							
1	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications						
	Ultra Low Sulfur Diesel Fuel	per gallon	175000	0	0	0	No Bid
2	OPIS Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications						
	Ultra Low Sulfur Diesel Fuel	per gallon	175000	0	0	0	No Bid
3	OPIS B5 Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications						
	Renewable Diesel (R99)	per gallon	175000	0	0	0	No Bid

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
4	OPIS B5 Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications						
	Renewable Diesel (R99)	per gallon	175000	0	0	0	No Bid
5	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications						
	Dyed CARB Diesel Fuel	per gallon	15000	0	0	0	No Bid
6	OPIS Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications						
	Dyed CARB Diesel Fuel	per gallon	15000	0	0	0	No Bid
<b>Subtotal</b>					<b>0</b>	<b>0</b>	
<b>Jet A</b>							
7	OPIS Differential Plus/Minus per gallon (TW) per specifications delivery) per specifications						
	Jet "A" Fuel	per gallon	65000	\$0.8000	\$52,000.0000	\$52,000.0000	Cost + .80 per gallon of JetA
<b>Subtotal</b>					<b>\$52,000.0000</b>	<b>\$52,000.0000</b>	
<b>Unleaded</b>							
8	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications						
	Unleaded Regular (87)	per gallon	250000	0	0	0	No Bid
9	OPIS Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications						
	Unleaded Regular (87)	per gallon	950000	0	0	0	No Bid
10	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications						
	Super unleaded (91)	per gallon	5000	0	0	0	No Bid
<b>Subtotal</b>					<b>0</b>	<b>0</b>	
<b>Contract Extension Option</b>							
11	Percentage increase during first extension period. Contractor must enter percentage at the Unit Price (5% would be entered as .05, 10% would be entered as .10, etc.)						
	First Renewal	percentage	1	\$0.0500	\$0.0500	\$0.0500	
12	Percentage increase during second extension period. Contractor must enter percentage at the Unit Price (5% would be entered as .05, 10% would be entered as .10, etc.)						
	Second Renewal	percentage	1	\$0.0500	\$0.0500	\$0.0500	
<b>Subtotal</b>					<b>\$0.1000</b>	<b>\$0.1000</b>	
<b>Fee</b>							
13	Flat Hourly Rate						
	Demurrage Fee	per hour	1	0	0	0	
<b>Subtotal</b>					<b>0</b>	<b>0</b>	
<b>Total</b>					<b>\$52,000.1000</b>	<b>\$52,000.1000</b>	