

BID NUMBER ITB FS 21-026

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: Michelle King  
411 West Ocean Boulevard, First Floor  
Long Beach, California 90802



INVITATION TO BID

PETROLEUM PRODUCTS

CONTRACT NO. 35902

- 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: Los Angeles ON THE 23RD DAY OF FEBRUARY 2021.  
CITY STATE MONTH

COMPANY NAME: PATTEN ENERGY ENTERPRISES, INC. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 8930 S SEPULVEDA BLVD. #220 CITY: Los Angeles STATE: CA ZIP: 90045

PHONE: 310-665-9200 FAX: 310-665-9201

S/ [Signature] PRESIDENT/CEO  
(SIGNATURE) (TITLE)

EZEKIEL PATTEN, JR ZEKE.PATTEN@PATTENENERGY.COM  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] SECRETARY  
(SIGNATURE) (TITLE)

EZEKIEL PATTEN, JR ZEKE.PATTEN@PATTENENERGY.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 [Signature]  
Director of Financial Management

Digitally signed by Sandra Tsang-Palmer  
Date: 2021.05.27 08:01:15 -07'00'  
Date

APPROVED AS TO FORM

May 26, 2021  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy

BID NUMBER ITB FS 21-026

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: Michelle King  
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Long Beach, California 90802



INVITATION TO BID

PETROLEUM PRODUCTS

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EXECUTED AT: Los Angeles ON THE 23rd DAY OF FEBRUARY 20 21  
CITY STATE MONTH

COMPANY NAME: PATTEN ENERGY ENTERPRISES TIN: [REDACTED]  
FEDERAL TAX IDENTIFICATION NUMBER

STREET ADDRESS: 0930 S SEPULVEDA BLVD. #220 CITY: Los Angeles STATE: CA ZIP: 90045

PHONE: 310-665-9200 FAX: 310-665-9201

[Signature] PRESIDENT/CEO  
(TITLE)

EZEKIEL PATTEN, JR. ZEKE.PATTEN@PATTENENERGY.COM  
(EMAIL ADDRESS)

[Signature] SECRETARY  
(TITLE)

EZEKIEL PATTEN, JR. ZEKE.PATTEN@PATTENENERGY.COM  
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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 follows stated below.

THE CITY OF LONG BEACH

[Signature]  
Director of Financial Management

APPROVED AS TO FORM May 26, 2021

CHARLES PARKIN  
CITY ATTORNEY

[Signature]  
City

BID NUMBER ITB FS 21-026

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: Michelle King  
411 West Ocean Boulevard, First Floor  
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CITY STATE MONTH

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THE CITY OF LONG BEACH

BY \_\_\_\_\_ Date \_\_\_\_\_  
Director of Financial Management

APPROVED AS TO FORM

\_\_\_\_\_, 20\_\_\_\_\_  
CHARLES PARKIN  
CITY ATTORNEY

Deputy

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: Michelle King  
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THE CITY OF LONG BEACH

by \_\_\_\_\_ Date \_\_\_\_\_  
Director of Financial Management

APPROVED AS TO FORM

\_\_\_\_\_, 20\_\_\_\_

CHARLES PARKIN  
CITY ATTORNEY

\_\_\_\_\_  
Deputy

**BID NUMBER ITB FS 21-026**

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 CALIFORNIA  
Partnership State of \_\_\_\_\_  
                  General Limited  
Joint Venture \_\_\_\_\_ N/A  
Individual DBA \_\_\_\_\_  
Limited Liability Company State of \_\_\_\_\_

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: SBA, COUNTY OF LOS ANGELES, VETERANS ADMIN. STATE OF CA.

**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.



**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 initiated 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 or 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 (LBMC) 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**

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

**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/dirs/> 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: NONE

Commodity/Service Provided: N/A

Circle appropriate designation: MBE  WBE

Ethnic Factors of Ownership: (more than 51%)  
Black  American Indian   
Hispanic  Other Non-white   
Asian  Caucasian

Certified by: N/A

Valid thru: N/A

Dollar value of participation: \$ N/A

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

Each Bid must be submitted electronically 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 in Planet Bids no later than the time set for opening Bids. Signature page with original WET signature must be submitted and mailed only.

**SUBMIT TO:**  
CITY OF LONG BEACH  
CITY CLERK – ATTN: Michelle King  
411 W OCEAN BLVD FIRST FLOOR  
LONG BEACH CA 90802

**BID DUE DATE:** March 4, 2021

**TIME:** 11:00 am

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

Michelle King (562) 570-6020  
BUYER TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All bids are publicly opened via the City's Planet Bids electronic bidding system 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 following the electronic notification of intent to award.

**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.)



**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, 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 indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination 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.

**CONTRACT – GENERAL CONDITIONS**

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 changes 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.
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

**CONTRACT – GENERAL CONDITIONS**

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 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.

**CONTRACT – GENERAL CONDITIONS**

- (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 including, but not limited to, sudden and accidental pollution liability, 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.
- (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) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

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) 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 of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.**

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.

**INDEMNITY: To the extent allowed by law, 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 performance under the Contract or the work under or related to the Contract 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:**

CONTRACT – GENERAL CONDITIONS

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 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.

## SPECIFICATIONS

### PROJECT OVERVIEW

The City of Long Beach (City) is soliciting bids to furnish and deliver a wide variety of petroleum-based products that are used for the maintenance of vehicles and equipment in various locations throughout the City. Only American Petroleum Institute (API) Certified Oil will be accepted for this bid. Proof of Certification and licensing number must be included.

The City anticipates purchasing approximately \$350,000 per year in products; however, actual amounts may increase or decrease without notice. The City's purchases of goods and services are based on the City's actual needs and requirements.

### BID TIMELINE – All times are Pacific Time

Bid release date:	February 11, 2021
Questions due:	February 18, by 11:00 am
Response from City to bidder:	February 25, 2021 by 11:00 am ✓
Bid due date:	March 4, 2021 by 11:00 am

### 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.

## SPECIFICATIONS

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 by MAIL ONLY:

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: Michelle King  
411 West Ocean Boulevard, First Floor  
Long Beach, CA 90802

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

### **ITB FS 21-026 PETROLEUM PRODUCTS**

**Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, MARCH 4, 2021. 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) ATTN: Michelle King 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.

### AWARD

The City prefers to award to a single vendor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to



## SPECIFICATIONS

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.

Items shall be evaluated upon, but not limited to, specification compliance, availability, pricing and ease of use and warranty considerations.

The City shall purchase lubricating oil and industrial oil from the bidder whose oil product contains the greater percentage of re-refined oil, if the availability, fitness, quality and price of the recycled oil product is otherwise equal to, or better than, virgin oil products.

### 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. Any protest shall be made only by e-mail to the City. 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.

**SPECIFICATIONS**

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.

**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 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**

## SPECIFICATIONS

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)

**SPECIFICATIONS**

**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 §

## SPECIFICATIONS

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)).

### INSURANCE

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

### CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award 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 three additional periods of one year each in accordance with terms and conditions stated herein

### EXTENSION OPTION:

This Contract is subject to extension for three additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Price changes after the base period shall be negotiated for each extension period, but shall not exceed the annual increase of the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor over the CPI from the same month in the immediately preceding year.

### FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items or locations, or amend such other terms and conditions that may become necessary. The City will reduce or increase the price accordingly. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

### ADDITIONAL CHARGES

Bidder shall not charge any fees or charges for restocking or service fees for returned items, incorrect

**SPECIFICATIONS**

items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.

Delivery charges shall not apply to this contract. The City will not pay drum deposit charges.

**BRAND NAMES**

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal". The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

If bidder desires to bid an "approved equal" item, the bidder shall put in the comment section of the electronic bid the brand bidding. Any other documents are to be uploaded electronically with all bid pages and attachments.

The petroleum products offered shall be equal in quality to those sold by the vendor to the general public under its own advertised trade name(s).

**REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE**

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

**LOCAL PREFERENCE**

Local preference shall not apply to this bid as the amount is estimated to exceed \$100,000.

**METHOD OF BILLING/INVOICING**

THE CITY WILL NOT PAY BASED ON INDIVIDUAL INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE:

Vendor shall submit an original plus two copies of the Monthly Summary Invoice, on vendor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the vendor's individual invoice number and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

**SPECIFICATIONS**

The City will review summary invoice costs, and, if approved, shall process the monthly summary invoice for payment in due course of payments.

PAYMENT TERMS: Net 30; 1 % discount in 20 days.

**VENDOR CONTACT INFORMATION**

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

**Primary Contact:**

Contact Name: EZEKIEL PATTEN, JR

Contact Direct Phone: 310-665-9200

Contact Fax: 310-665-9201

Contact E-mail: ZEKE.PATTEN@PATTENENERGY.COM

**Emergency Contact:**

Contact Name: EZEKIEL PATTEN, JR

Contact Direct Phone: 310-447-2133

Contact Fax: 310-665-9201

Contact E-mail: ZEKE.PATTEN@PATTENENERGY.COM

**VENDOR'S EMPLOYEES**

Specify the number of current full-time employees residing in Long Beach 3

**SHIPPING & DELIVERY REQUIREMENTS**

Delivery shall be made within two (2) business days after receipt of order. Deliveries shall be made between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, unless specifically instructed otherwise. Delivery time may be a factor in award.

DELIVERY (ARO): 2 (Days).

It is the vendor's responsibility to supply pumps, hoses or whatever is needed to appropriately pump the fuels, oils, or lubricants to the storage tanks.

No "minimum orders" are permitted. Bids indicating a minimum order requirement will be rejected.

**SPECIFICATIONS**

Price quoted shall include all costs incidental to delivery and off-loading.

Delivery shall be F.O.B. destination to designated location(s) within the City of Long Beach. Contractor shall make deliveries upon receipt of orders issued by authorized City representatives. All shipments must have a price per unit listing on packing slip/invoice, email to a designated City email address(es) or faxed to designated fax line of the City within one working day. Special tracking information must be placed on the packing slip/invoice at the time of delivery at the request of the City.

**REQUIREMENTS FOR RECYCLED PETROLEUM PRODUCTS**

Recycled products offered shall be certified American Petroleum Institute (API) oils, lubricants, and greases. Vendor and Sub-vendors, if any, shall be licensed re-refined lubricant producers. **Vendor shall submit a copy of the API listing letter with the bid.**

**DEFINITIONS:** For the purpose of this bid the following definitions shall apply:

- A. **Post-consumer Waste:** finished material which would have been disposed of as a solid waste having completed its life cycle as a consumer item, and does not include manufacturing wastes.
- B. **Secondary Waste:** fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process.
- C. **Virgin oil:** is refined crude oil; re-refined oil is oil that has been used and processed to meet similar standards to virgin oil.

**MISCELLANEOUS ITEMS**

Miscellaneous items not listed herein may be purchased from vendor in an amount not to exceed \$2,000.00 per order. The City reserves the right to negotiate a fair and reasonable price for any additional item(s) not covered in these specifications.

**USAGE REPORT**

In addition to all invoices issued, Bidder will be expected to provide a report of items purchased by the City for the previous twelve months upon request. This report will be in order of most frequently ordered items to the least frequently ordered items.

Each report will contain at minimum:

- A. product description;
- B. total quantity ordered for the period;
- C. and total amount spent on the item for the period.



**SPECIFICATIONS**

**TESTS**

Representative samples may be taken from each delivery and tested for compliance with specifications. The City shall pay costs for samples that comply. If samples do not comply with requirements, the Vendor shall pay the expense of testing and delivery will be rejected. The Vendor shall pick up the rejected material within one (1) business day and make a new delivery within two (2) business days after notification from City. Notification shall be made by telephone and/or email to Vendor's regularly established office.

**TEST REPORT**

A test report shall be submitted, upon request, for each grade of petroleum product bid during the contract period. Testing shall be in accordance with current A.S.T.M. Standards.

**AIR RESOURCES REQUIREMENT**

Vendor shall comply with the provisions of AQMD Ruling 1113 of 1977 and any subsequent amendments, and the standards and regulations issued thereunder, and certifies that all items will conform to and comply with said standards and regulations. Vendor 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 Vendor's failure to comply with the Ruling and the standards issued thereunder, and for the failure of the items furnished hereunder to so comply.

**MATERIAL SAFETY DATA**

In compliance with Title 8 of the California Code of Regulations, (OSHA), Contractor shall submit two copies of the U.S. Department of Labor Material Safety Data Sheet for item(s) shown on the purchase order. The material safety data sheet shall be submitted to the using department at time of delivery.

**SPECIFICATIONS**

**SUMMARY OF BID ITEMS & ESTIMATED QUANTITIES**

It is understood by the Vendor that the quantities given are estimates. The City may purchase an amount above or below the estimate given and the quantities might shift from one type to the other according to the requirements and needs of the City.

The amount of the orders may vary. Orders will be placed on an as needed basis. The City does not guarantee that it will place a minimum quantity or dollar amount of orders. The City is obligated under this contract/purchase order to purchase and pay for only those goods 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 vendor.

<b>MOTOR OIL</b>	<b>Estimated Quantity</b>
<ul style="list-style-type: none"> <li>Conventional Delivered in 55 Gallon Drums</li> <li>Synthetic Blend Delivered in 55 Gallon Drums</li> </ul>	6,325 gallons / 15 Drums
<ul style="list-style-type: none"> <li>Conventional Bulk Delivery in 500 Gallon Plus Lots</li> <li>Synthetic Blend Delivered in 500 Gallon Plus Lots</li> </ul>	5,000 gallons
<ul style="list-style-type: none"> <li>Conventional Delivered in 1 Quart Bottles, 12 Bottles Per Case</li> <li>Synthetic Delivered in 1 Quart Bottles, 12 Bottles Per Case</li> <li>Synthetic Blend Delivered in 1 Quart Bottles, 12 Bottles Per Case</li> </ul>	14 cases
<ul style="list-style-type: none"> <li>Conventional Low Ash for CNG &amp; LNG Engines Bulk Delivery in 500 Gallon Plus Lots</li> <li>Synthetic Low Ash for CNG &amp; LNG Engines Bulk Delivery in 500 Gallon Plus Lots</li> <li>Synthetic Blend Low Ash for CNG &amp; LNG Engines Bulk Delivery in 500 Gallon Plus Lots</li> </ul>	7,500 gallons
<ul style="list-style-type: none"> <li>Synthetic Delivered in 55 Gallon Drums</li> </ul>	275 gallons
<ul style="list-style-type: none"> <li>Synthetic Bulk Delivered in 500 Gallon Plus Lots</li> </ul>	360 gallons
<b>ANTI-WEAR HYDRAULIC OIL AW-32, 68 &amp; 150</b>	<b>Estimated Quantity</b>
<ul style="list-style-type: none"> <li>AW-32 Conventional Bulk Delivery in 200 Gallon Plus Lots</li> <li>AW-32 Synthetic Bulk Delivery in 200 Gallon Plus Lots</li> </ul>	19,600 gallons
<ul style="list-style-type: none"> <li>AW-32 Conventional Delivered in 55 Gallon Drums</li> <li>AW-32 Synthetic Delivered in 55 Gallon Drums</li> </ul>	1,100 gallons
<ul style="list-style-type: none"> <li>AW-68 Conventional Bulk Delivery in 200 Gallon Plus Lots</li> <li>AW-68 Synthetic Bulk Delivery in 200 Gallon Plus Lots</li> </ul>	200 gallons
<ul style="list-style-type: none"> <li>AW-68 Conventional Delivered in 55 Gallon Drums</li> <li>AW-68 Synthetic Delivered in 55 Gallon Drums</li> </ul>	220 gallons
<ul style="list-style-type: none"> <li>AW-150 Conventional Bulk Delivery in 200 Gallon Plus Lots</li> <li>AW-150 Synthetic Bulk Delivery in 200 Gallon Plus Lots</li> </ul>	19,600 gallons
<ul style="list-style-type: none"> <li>AW-150 Conventional Delivered in 55 Gallon Drums</li> <li>AW-150 Synthetic Delivered in 55 Gallon Drums</li> </ul>	1,100 gallons
<b>GEAR LUBRICANT MULTI GEAR MEETING MIL_L2105C-EP, MIL-</b>	<b>Estimated Quantity</b>

**SPECIFICATIONS**

<b>H- 5606GE AND API GL5</b>	
<ul style="list-style-type: none"> <li>Petro Based Bulk Delivery in 200 Gallon Plus Lots</li> <li>Synthetic Bulk Delivered in 200 Gallon Plus Lots</li> </ul>	9,400 gallons
<ul style="list-style-type: none"> <li>Petro Based Delivered in 55 Gallon Drums</li> <li>Synthetic Delivered in 55 Gallon Drums</li> </ul>	1,210 gallons
<b>AUTOMATIC TRANSMISSION FLUID DEXRON-II or TYPE F or MP WITH GM "D" NUMBER APPROVAL. (shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacturer)</b>	<b>Estimated Quantity</b>
<ul style="list-style-type: none"> <li>Conventional Bulk Delivery in 400 Gallon Plus Lots</li> <li>Synthetic Bulk Delivered in 400 Gallon Plus Lots</li> </ul>	3,000 gallons
<ul style="list-style-type: none"> <li>Conventional Delivered in 55 Gallon Drums</li> <li>Synthetic Delivered in 55 Gallon Drums</li> </ul>	550 gallons
<b>CHASSIS LUBRICANT MP LITHIUM BASE WITH AT LEAST 3% MOLY</b>	<b>Estimated Quantity</b>
<ul style="list-style-type: none"> <li>Delivered in 120 lb. Drums</li> </ul>	1920 lbs.
<b>MULTI-PURPOSE POWER STEERING FLUID OF USE IN ALL GM, FORD, CHRYSLER, HONDA, NISSAN AND TOYOTA</b>	<b>Estimated Quantity</b>
<ul style="list-style-type: none"> <li>Delivered in 1 Quart Bottles Delivered by the Case of at least 12 each</li> </ul>	20 cases
<b>UNIVERSAL TRACTOR HYDRAULIC FLUID/OIL (Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products)</b>	<b>Estimated Quantity</b>
<ul style="list-style-type: none"> <li>Bulk Delivery in 200 Gallon Plus Lots</li> </ul>	1,605 gallons
<ul style="list-style-type: none"> <li>Delivered in 15 Gallon Containers</li> </ul>	1,650 gallons
<b>ANTI-FREEZE, SYNTHETIC/ETHYLENE/GLYCOL BASE WITH RUST INHIBITORS, 50/50 MIXED SUMMER/WINTER PROTECTION (shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture)</b>	<b>Estimated Quantity</b>
<ul style="list-style-type: none"> <li>Bulk Delivery in 400 gallon plus lots</li> <li>Recycled Anti-freeze; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacturer; Bulk Delivery in 400 gallon plus lots</li> </ul>	4,400 gallons
<ul style="list-style-type: none"> <li>Synthetic/Ethylene/Glycol Base with rust inhibitors; Mixed summer/winter; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture; Delivered in 55 gallon drums</li> </ul>	3,960 gallons
<ul style="list-style-type: none"> <li>Synthetic/Ethylene/Glycol Base with rust inhibitors; Mixed summer/winter; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture; Delivered in case lots of 1 gallon</li> </ul>	500 gallons

## Attachment A

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

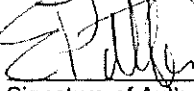
Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

PATTEN ENERGY ENTERPRISES, INC.

Business/Contractor/Agency

EZEKIEL PATTEN, JR

Name of Authorized Representative



Signature of Authorized Representative

PRESIDENT/CEO

Title of Authorized Representative

2/23/21

Date

120141001



City of Long Beach  
 Purchasing Division  
 333 W Ocean Blvd/7<sup>th</sup> Floor  
 Long Beach CA 90802

ATTACHMENT B

Reference Information Form

Client/Contractor Name SWISSPORT

Project Manager/Contact Name FRANKIE HAYES E-mail franklin.hayes@swissport.com Ph. No. 310-261-1438

Address 7025 W IMPERIAL HWY, LOS ANGELES, CA 90045

Project Description OILS/LUBRICANTS/COOLENT

Project Dates (Start and End) 1996 Contract Term(s) ON GOING Contract Amount 600,000

Client/Contractor Name LOS ANGELES UNIFIED SCHOOL DISTRICT

Project Manager/Contact Name SYDNEY FURBUSH E-mail ANELICSE HESSENKIEL Ph. No. 818-982-1607

Address 11247 SHERMAN WAY, SUN VALLEY, CA 91352

Project Description LUBRICANT

Project Dates (Start and End) 2102 Contract Term(s) 3 YEARS Contract Amount 1.5 MIL

Client/Contractor Name CALIFORNIA DEPT OF TRANSPORTATION DIST 7

Project Manager/Contact Name FRANCESCA NEGIZI E-mail \_\_\_\_\_ Ph. No. 916-227-6100

Address VARIOUS LOCATIONS - DISTRICT 7

Project Description OILS/LUBRICANTS - VARIOUS PURCHASE ORDERS

Project Dates (Start and End) 2015 Contract Term(s) ON-GOING Contract Amount 600,000

Client/Contractor Name NATIONWIDE ENVIRONMENTAL SERVICES

Project Manager/Contact Name MARLENE MELCOR E-mail marlenene@nes-sweeping.com Ph. No. 562-860-0604

Address 11914 FRONT STREET NORWALK, CA 90650

Project Description OILS SUB BID TO METRO

Project Dates (Start and End) 2015 Contract Term(s) 1 Contract Amount 300,00

Client/Contractor Name CALIFORNIA DEPARTMENT OF GENERAL SERVICE

Project Manager/Contact Name DIANA CORDONA E-mail DCORDONA@DGS.GOV Ph. No. 916-375-4458

Address \_\_\_\_\_

Project Description ENGINE OIL

Project Dates (Start and End) 2/2009 Contract Term(s) 5 Contract Amount 3,500,000

Form **W-9**

Rev. August 2013  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type name of payee (do not use initials)

Business name (do not include entity name, if different from above)  
**PATTEN ENERGY ENTERPRISES, INC**

Check appropriate box for federal tax classification:  
 Individual sole proprietor     C Corporation     S Corporation     Partnership     Trust or estate  
 Limited liability company (Enter the tax classification: C Corporation, S Corporation, Partnership, etc.)  
 Other (see instructions) ▶

Employer identification number (EIN) \_\_\_\_\_  
 Exempt payee code (if any) \_\_\_\_\_  
 Exempt from FATCA reporting code (if any) \_\_\_\_\_

Address number, street, and apt. or suite no.  
**8939 S SEPULVEDA BLVD. #220 LOS ANGELES, CA 90045**

City, state, and ZIP code  
**Los Angeles CA 90045**

Local government (if other than federal) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

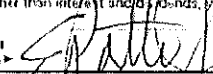
Employer identification number  
 \_\_\_\_\_ - \_\_\_\_\_

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any), indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶  Date ▶ 2/23/21

CALIFORNIA DEPT. OF TRANSPORTATION DIST 7

**General Instructions**

This form is used to provide the requester with the correct taxpayer identification number (TIN) for reporting (for the requester) and, when applicable, to certify that the TIN you are providing is correct for you or you are waiting for a number to be issued.

**Purpose of Form**

A person is not required to file a transaction return with the IRS until the year you submit taxpayer identification number (TIN) for report, for example, income paid for you, payments made to you for use of payment card and the Equity network, loans made, real estate transactions, cancellation of debt, or payments for acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA).

This form W-9 only if you are a U.S. person (see below) and you are providing your correct TIN to the requester (see instructions) and, when applicable, to certify that the TIN you are providing is correct for you or you are waiting for a number to be issued.

1. I certify that the TIN you are providing is correct for you or you are waiting for a number to be issued.

2. I certify that you are not subject to backup withholding.

3. I have completed the backup withholding if you are a U.S. exempt payee (if applicable), you are a nonresident alien, or you are a U.S. person (as defined below) who is not subject to 9-

withholding tax on backup withholding (see the body of this form for more details).

4. I certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct.

**Note.** If you are a U.S. person and a request is made for you from other than Form W-9 regarding your TIN, you must use the requester's form if it substantially agrees to this Form W-9.

**Definition of a U.S. person.** You are a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate other than a foreign estate, or
- A trust that has a direct or indirect U.S. owner (section 2017(a)).

**Special rules for partnerships.** Partnerships that consist of a body of partners in the United States are generally required to provide a TIN for each partner under section 1416 on any foreign partner. If the partnership is not established under section 1416, an estate or other U.S. person that is a partner in a partnership consisting of a trade or business in the United States, and pay the section 1416 and holding tax. However, if you are a U.S. person that is a partner in a partnership consisting of a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1416 withholding on your share of partnership income.

## Attachment D

### EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

Section 3. PROVISIONAL COMPLIANCE N/A

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

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

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

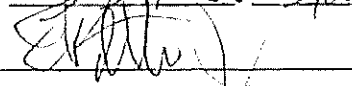
Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 23 day of FEBRUARY, 2021, at

LOS ANGELES, CA

Name EZEKIEL PATTEN, JR

Signature 

Title PRESIDENT/CEO

Federal Tax ID No. 95-4590312



## EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: PATTEN ENERGY ENTERPRISES, INC Federal Tax ID No.                       
Address: 8930 S SEPULVEDA BLVD. #220  
City: Los Angeles State: CA ZIP: 90045  
Contact Person: EZEKIEL PATTEN, JR Telephone:                       
Email: ZEKE.PATTEN@PATTENENERGY.COM Fax: 310-665-9201

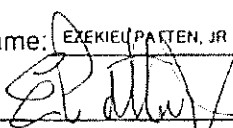
### Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
 Yes  No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

/

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: EXEKIE PATTEN, JR Title: PRESIDENT/CEO  
Signature:  Date: 2/23/21  
Business Entity Name: PATTEN ENERGY ENTERPRISES, INC



City of Long Beach  
Purchasing Division  
333 w. Ocean Blvd 7<sup>th</sup> Floor  
Long Beach, CA 90802

## ATTACHMENT E

### INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - Admitted (Licensed) in the State of California with a current financial responsibility rating of an 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 AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
  - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
  - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
  - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall 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

↓



City of Long Beach  
 Purchasing Division  
 333 w. Ocean Blvd 7<sup>th</sup> Floor  
 Long Beach, CA 90802

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

- o 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 the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- 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.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: EZEKIEL PATTEN JR Title: PRESIDENT/CEO  
 Signature:  Date: 2/25/24

Dr. Shirley N. Weber  
California Secretary of State

---

## Step Three: Confirm the Entity and Select the Filing for Submission

C1787593 - PATTEN ENERGY ENTERPRISES, INC.

Jurisdiction:	CALIFORNIA
Status:	ACTIVE
Registration Date:	07/19/1996
Agent for Service of Process:	EZEKIEL PATTEN JR. 8939 S. SEPULVEDA BLVD, STE, 220 LOS ANGELES CA 90045
Entity Address:	8939 S. SEPULVEDA BLVD, STE, 220 LOS ANGELES CA 90045
Entity Mailing Address:	8939 S. SEPULVEDA BLVD, STE, 220 LOS ANGELES CA 90045

### IMPORTANT NOTICE REGARDING ONLINE FILING

- By checking this box, I understand it is my responsibility to select the correct entity, and modifying the record of an incorrect entity may result in civil or criminal liability. I confirm that I have reviewed the Entity Detail information and I have the authority to modify the above entity record.\*

**Available Filings - Select Filing**

[File a Statement of Information](#)

**Unavailable Filings - Click '+' to view issues and how to resolve.**

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

API

Company Information

Company Name: CMJ Brothers

Corporate Address:

15340 ALLEN ST

PARAMOUNT, CA, 90723-4012, United States

License Status: Active

License Number: 3007

Original License Issue Date: 18-Mar-2014

License Effective Date: 28-Jan-2015

License Expiration Date: 30- July-2017

Products

<u>Brand Name</u> Filter	<u>SAE Viscosity</u> <u>Grade</u> Filter	<u>Service</u> <u>Category</u> Filter	<u>Performance</u> <u>Designation</u> Filter	<u>ILSAC</u> <u>Designation</u> Filter
Car Lube	10W-30	SN	Resource Conserving	GF-5
Car Lube	5W-30	SN	Resource Conserving	GF-5
Car Lube	5W-20	SN	Resource Conserving	GF-5
Car Lube	10W-40	SN		
Car Lube	20W-50	SN		
	10W-30 and 15w40			
Race Group Plus	PCMO and Diesel Truck	SN	Resource Conserving	GF-5
Race Group Plus	5W-30	SN	Resource Conserving	GF-5
Race Group Plus	5W-20	SN	Resource Conserving	GF-5

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Printed on: 11/25/2019 12:23:20 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



### Office of Small Business & DVBE Services

**Certification ID:** 9733

**Legal Business Name:**

PATTEN ENERGY ENTERPRISES INC

**Doing Business As (DBA) Name 1:**

PATTEN ENERGY ENTERPRISES INC

**Doing Business As (DBA) Name 2:**

Patten Energy Enterprises, Inc

**Address:**

8939 S. Sepulveda Blvd

Ste. 220

LOS ANGELES

CA 90045

**Email Address:**

zeke.patten@pattenenergy.com

**Business Web Page:**

<http://www.pattenenergy.com>

**Business Phone Number:**

310/665-9200

**Business Fax Number:**

310/665-9201

**Business Types:**

Non-Manufacturer , Service

**Certification Type**

SB(Micro)

**Status**

Approved

**From**

08/26/2019

**To**

08/31/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

[Return to Profile](#)

## Company Certifications

### Company Information

ID 17724  
 Name: Patten Energy Enterprises Inc.  
 Address: 8939 S. Sepulveda Blvd  
 #220  
 Los Angeles, CA 90045

### City of Los Angeles Certifications

Certificate	Certifying Agency	Status	Add Date	Add By	Cert Date	Cert Number	Expiration Date
SBE(Proprietary): Small Business Enterprise (Proprietary)	State of California Department of General Services (DGS) as a Small Business (SB)	Verified	11/04/19	Ezekiel Patten	08/16/19	9733	08/31/21
EBE: Emerging Business Enterprise	Department of General Services Office of Small Business & Veterans Business Enterprise Services (OSDS)	Verified	11/04/19	Ezekiel Patten	08/16/19	9733	08/31/21
SBE: Small Business Enterprise (Los Angeles)	Department of General Services Office of Small Business & Veterans Business Enterprise Services (OSDS)	Verified	11/04/19	Ezekiel Patten	08/16/19	9733	08/31/21
DBE: Disadvantaged Business Enterprise	LA County Metropolitan Transportation Authority	Expired	12/15/11				
LBE: Local Business Enterprise (Los Angeles) <a href="#">LOCAL BUSINESS Affidavit of Eligibility_5.2019.pdf</a>		Denied	05/03/19	Ezekiel Patten			
SLB: Small Local Business Enterprise	City of Los Angeles	Denied	11/04/19	Ezekiel Patten		94678501	

### Harbor Certifications





LOS ANGELES COUNTY  
**CONSUMER & BUSINESS AFFAIRS**

Board of Supervisors February 25, 2021

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Sheila Kuehl  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District

Director  
Rafael Carbajal

Chief of Staff  
Joel Ayala

Ezekiel Patten Jr, President  
PATTEN ENERGY ENTERPRISES, INC  
8939 S SEPULVEDA BLVD STE 220  
LOS ANGELES, CA 90045

**CBE I.D. #**  
088178  
**Status: MBE**

Dear Ezekiel Patten Jr,

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until January 29, 2022.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this certification period, you are required to notify DCBA immediately.

We would also like to thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have any questions, please call (855) 230-6430 or email us at [osb@dcba.lacounty.gov](mailto:osb@dcba.lacounty.gov) and refer to the identification number above.

Sincerely,

Joseph M. Nicchitta  
Director

CHRISTIAN OLMOS  
Program Chief, Office of Small Business  
JMN: CO



[dcba.lacounty.gov](http://dcba.lacounty.gov)  
[info@dcba.lacounty.gov](mailto:info@dcba.lacounty.gov)

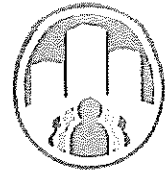
500 W. Temple St., Suite B-96, Los Angeles CA, 90012-2706  
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137



BOARD OF SUPERVISORS

Nilda L. Soto  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Han  
Kateryn Barger

COUNTY OF LOS ANGELES  
DEPARTMENT OF CONSUMER  
AND BUSINESS AFFAIRS



Joseph M. Nicchitta  
Director

Joel Ayala  
Chief Deputy

Rafael Carbajal  
Chief Deputy

*"To Enrich Lives Through Effective and Caring Service"*

October 04, 2019

EZEKIEL PATTEN JR.  
PATTEN ENERGY ENTERPRISES, INC  
8939 S SEPULVEDA BLVD  
LOS ANGELES, CA 90045

Vendor #: 046786  
Certification Record  
#:087697

CERTIFICATION FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear EZEKIEL PATTEN JR.,

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on August 31, 2021.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to [cbesbe@dcbalacounty.gov](mailto:cbesbe@dcbalacounty.gov) to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <http://dcbalacounty.gov> or email us at [cbesbe@dcbalacounty.gov](mailto:cbesbe@dcbalacounty.gov).

Sincerely,

Joseph M. Nicchitta  
Director

Christian Olmos  
Program Chief, Office of Small Business  
JMN:CO

Jennifer Patten

---

**From:** Avisare <support@avisare.com>  
**Sent:** Wednesday, January 29, 2020 12:04 PM  
**To:** jennifer.patten@pattenenergy.com  
**Subject:** Congrats! Your Community Business Enterprise - Minority Business Enterprise just got approved!



BOARD OF SUPERVISORS

Hilda L. Solis  
Mark Ridley-Thomas

Dear Ezekiel Patten

Congratulations! Your firm has been certified as a participant in the Community Business Enterprise - Minority Business Enterprise program by Los Angeles County. This certification is valid from 01-29-2020 until 01-29-2022. ♦

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes that would impact your status during this certification period, you are required to notify DCBA immediately.

If you have any questions, please call our office at (855) 230-6430. ♦

Thank you,

Department of Consumer and Business Affairs  
Los Angeles County

---

COUNTY OF LOS  
DEPARTMENT OF  
AND BUSINESS

---

*"To Enrich Lives Through Effective*

# Bid Successfully Submitted

Thank You!

Your bid has been successfully submitted to City of Long Beach.  
Bid Confirmation #243920 (March 2, 2021 12:30 PM (PST))

Your eBid can be edited or withdrawn at any time prior to bid Closing.

City of Long Beach

< Back to Bid Search

# Petroleum Products ITB FS 21-026

REMAINING  
5 days

Bid Information	Line Items
Documents	Addenda/Emails
Prospective Bidders	Bid Results
<p>✓ Mar 02, 2021 1 Bid due date extension</p> <p>Awards</p>	

The City of Long Beach is extending the bid due date to March 9, 2021 at 11:00 am

## Email History

None



Your eBid is currently Invalidated



City of Long Beach

< Back to Bid Search

# Petroleum Products ITB FS 21-026

REMAINING  
6 days

Bid Information	Time Bids
Documents	Additional Info
Prospective Bidders	Bid Results

- ✓ Mar 02, 2021 Bid due date extension ▲
- ✓ Mar 05, 2021 Bid Due Date Extended ▼

Bid Due Date has been extending to March 16, 2021 @ 11:00 AM PST

- ✓ Mar 10, 2021 Question & Answers ▼

### Questions & Answers

Addendum 3 Q&A for ITB FS 21-026 Petroleum Products.pdf

- ✓ Mar 10, 2021 Bid Extension Date ▼

Bid due date has been extended to 3/17/21 @ 11:00 am

## Email History

None

Your eBid is currently a Draft

City of Long Beach

[← Back to Bid Search](#)

# Petroleum Products ITB FS 21-026

REMAINING  
2 days

Bid Information	Line Items
Documents	Addenda-Emails
Prospective Bidders	Bid Results
<ul style="list-style-type: none"> <li>✓ Mar 02, 2021 1 Bid due date extension</li> </ul>	
Awards	
<ul style="list-style-type: none"> <li>✓ Mar 05, 2021 2 Bid Due Date Extended</li> </ul>	
<ul style="list-style-type: none"> <li>✓ Mar 10, 2021 3 Question &amp; Answers</li> </ul>	
<ul style="list-style-type: none"> <li>✓ Mar 10, 2021 4 Bid Extension Date</li> </ul>	
<p>Bid due date has been extended to 3/17/21 @ 11:00 am</p>	

## Email History

None

Your eBid is currently a Draft



City of Long Beach

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Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

March 10, 2021

NOTICE TO BIDDERS

ADDENDUM NO. 3

**ITB FS 21-026  
Petroleum Products**

**This addendum changes and supersedes the language in the original invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.**

1) Question: Who are the current contracts with?

Answer:

Southern County Oils Contract # 34596  
Patten Energy Contract #34595

2) Question: Can you provide the bid results from the last bid?

Answer: The contracts can be found on the City of Long Beach website.  
Go to this link and enter the contract # from question 1.  
<http://www.longbeach.gov/cityclerk/services/contracts-online/>

3) Question: Currently what brand of oil, is the City of Long Beach using?

Answer: Chevron

4) Question: Will the City accept price changes during the first two years?

Answer: The current bid language below will be changed as follows: This Contract is for a one-year period with the option for extension for 4 additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with option granted in your bid.

Price changes language will remain the same.



**EXTENSION OPTION:**

This Contract is subject to extension for three additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid

Price changes after the base period shall be negotiated for each extension period, but shall not exceed the annual increase of the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor over the CPI from the same month in the immediately preceding year.

5) Question: Will the City accept quarterly price changes. Due to the fact Oil prices change quarterly?

Answer: See #4

6) Question: If our supplier/subcontractor is license re-refined lubricant producers. But the vendor that is submitting the bid is not. Do we qualify to bid?

Answer: Yes, as long as documentation is provided from the supplier.

7) Question: On page 23 can you please give clarification on the motor oil amount. States 15 drums for estimated 6,325. Should that be 115 drums?

Answer: Yes, it would be 115 fifty- five (55) gallon drums which accumulates to 6325 gallons.

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY:

PATTEN ENERGY JAC  
Company Name  
EZEKIEL PATTEN PRESIDENT  
Print Name Title  
[Signature] 3/10/21  
Signature Date

Handwritten text, possibly a signature or name, appearing in a cursive script. The text is oriented vertically and is difficult to decipher due to its style and orientation.



City of Long Beach

---

Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

March 15, 2021

**NOTICE TO BIDDERS**

**ADDENDUM NO. 5**

**ITB FS 21-026  
Petroleum Products**

**This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.**

**BID DUE DATE HAS BEEN EXTENDED TO  
MARCH 19, 2021 @ 11:00 AM**

- 1) Question: Is the City asking for firm/fixed pricing for 24 months? The oil manufacturers will only offer firm/fixed pricing for bids and large volume customers for a period of 6 months. Pricing only increases or decreases based on the manufacturer's discretion for changes occurring within the market. If a nation-wide change in price (up or down) is announced by the oil manufacturers, the change would be announced 30 days in advance in writing accompanied by the manufacturer's price letter.

Answer: Price should be set for 12 months and only increase with CPI each year

- 2) Question: Option years: is the City asking for firm/fixed pricing for each renewal year...with review/negotiations allowed only at time of renewal?

Answer: Yes. If a price increase is requested in cannot exceed the CPI for that time

- 3) Question: Is the CPI criteria the actual parameter for pricing? If so, I don't see how any bidder would put themselves at such a high risk.

Answer: CPI is only at renewal

- 4) Question: Will the City consider firm/fixed pricing for 6 months with changes allowed (up/down) based on the manufacturer's discretion...which only moves with the industry market. Price increases will on be allowed at each renewal year

Answer: Prices are to remain firm for 12 months and each renewal may only be increased based on CPI

5) Question: Estimated quantities are for 24 months or 12 months

Answer: Estimated quantities are for 12 months

6) Question: Antifreeze: please kindly provide current product being used (brand, product name, specifications). There are several coolants in the market that could potentially meet all of the vehicle OEMs listed (Honda, GM, Ford, etc.), and there is no "synthetic" antifreeze...only "extended life coolant"...and of course everything in between (conventional/green, dexcool/orange, universal/yellow, etc.). By providing further information, bidders will be able to quote accurately.

Answer: DK600P multipurpose coolant made by World Oil Corp.

7) Question: Price Pages - Pages 23 & 24 vs Line Items on the Planet Bids price sheet): I see some discrepancies with regards to quantities. Example: Line Item 12, 3C = 75,000 gallons...I think this is meant to be 7,500 gallons(?)

Answer: Yes, it should be 7500 gallons

8) Question: Can you please provide specific details for each listing under the category segments (motor oil, hydraulic oil, etc.)? I see some information has been provided, but it's not enough information for bidders to truly be able to decipher which products the City is asking for. What would be helpful is having the current brand, product name/description, and specifications, and grade of motor oil (e.g. Chevron Supreme motor oil SAE 5w20, GF-5/SN+). Otherwise, you may get bidders providing pricing/products that don't match your requirements

Answer: Chevron 15/40

9) Question: Please clarify about some of the line items. They seem to be repeats. Example: Line 13 & 14: the specifications are all the same with the exception of the motor oil grades (10w30 vs 15w40). The issue is, there is not one universal product that would meet all of these specifications as some are for "passenger car/light-duty" applications, and others are for "heavy-duty" applications.

Answer: We are looking to see if the market has developed this type of product. If you don't have this as an option to bid, please leave blank or put n/a.

10) Question: I'm also a little confused about the fact that each category (motor oil, hydraulic oil, etc.) has 1 line with one quantity, but is asking for multiple types of oils (conventional, synthetic-blend, and synthetic). Does the City have a preference? Or are you looking for "lowest price?"

Answer: Synthetic is our most used product but, we have some older units we still use conventional.

11) Question: Hydraulic Oils: please provide additional information as there are so many hydraulic oils in the market, and each is made for specific applications. Not so much the conventional, but the full synthetic hydraulic oils. If you have the brand, product name, data sheet and/or applications, this would be very helpful to ensure bidders are quoting accurately.

Answer: The City is currently using Performance 500 REQ HYD AW32.

12) Question: There seem to be repeats (Line 15 & 17, Line 10/10A & Line 11/11A, etc.). The estimated quantities are listed but seem to repeat. (19,600 gallons is shown twice on the price sheet, for example. Does this mean that the City is actually using 2 different products with a total estimated gallons of 39,200 of this product)

Answer: No, 19,600 is the amount, we bid two products in the case we want to switch to the other product in the future.

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY:

PATTON ENERGY ENTERPRISES, INC  
Company Name  
E. PATTON, JR  
Print Name  
[Signature]  
Signature  
PRESIDENT  
Title  
3/15/7  
Date

બાંધકામ કાંડાને બંધાવે બંધાવે!

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શક્તિ



City of Long Beach

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Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

March 16, 2021

NOTICE TO BIDDERS

ADDENDUM NO. 6

**ITB FS 21-026**  
**Petroleum Products**

This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

1. Question: Item #4-1C, Item #8-2C, Item #12-3C : Please provide specifications. Is this 15w40 grade? There are multiple "CNG/LNG" specifications in the market. Which one does the City require? (Cummins CES 20085, Cummins CES 20086, Detroit, etc)

Answer: Currently using Castrol Duratec ES 15W-40, we require equal or better.

2. Question: Item #8-2C : a full synthetic low ash product is not available in the market, only synthetic blend and conventional. Should bidders submit "N/A" for this item?

Answer: Yes

3. Question: Item #12-3C: per question 7 on the addendum, the answer given was "Yes, it should be 7,500 gallons" but the electronic price sheet is still showing 75,000 gallons. Please kindly update.

Answer: The line item has been corrected to 7,500. Please adjust your bid accordingly.

4. Question: Item #13: please confirm that 26,000 gallons is the correct quantity; this product/amount was not listed in bid document price sheet:

Answer: That is correct, it was on Word PDF, not on excel sheet.

5. Question: Item #14: please confirm that 4,900 gallons is the correct quantity; this product/amount was not listed in bid document price sheet:

Answer: That is correct, it was on Word PDF, not on excel sheet.

6. Question: Item #27-10 & Item #28-10A: specifications are not clear. "MIL-H-5606" is an aviation hydraulic fluid, and "API GL-5" refers to gear oil...but not a specific grade. If this is gear oil, please indicate whether it is 80w90 or 85w140 grade

Answer: This is gear oil, currently using Delo Synthetic 80W-140

7. Question: Item #29-11 & Item #30-11A: specifications are not clear; same issue as above. If this is synthetic gear oil, please indicate whether it is 75w90 or 80w140 grade.

Answer: This is gear oil, currently using Delo Synthetic 80W-140

8. Question: Item #31-12 & Item #32-12A: there is no ATF on the market that will cover all of the specifications listed. There are "multi-vehicle" automatic transmission fluids that cover several specifications, but "Type F" is not covered under them...it is a stand-alone product. Please provide additional information and/or the current product name/description the City is using:

Answer: Chevron Delo Syn ATF HD

9. Question: Item #33-13 & Item #34-13A: same issue as above. Please provide additional information and/or the current product name/description the City is using (to be clear, there are "multi-vehicle" ATFs in the market--conventional & full synthetic--but neither covers the "Type F" specification. In addition, the conventional product & synthetic product do not cover the same specifications. They are completely different products/separate applications)

Answer: Chevron Delo Syn ATF HD

10. Question: Antifreeze/Coolant: the answer to Question 6 in the addendum was "DK600P multipurpose coolant made by World Oil Corp." However, the specifications for this product are different from the others listed for Items #40-44 on the price sheet. Example: Item #44-19 states "Shall be Nitrite free..." which the World Oil Corp. multipurpose coolant covers, but the other coolant descriptions don't mention this. Please clarify if Items #40-44 are the same coolant. If they are different, please provide additional specifications. Items 40-42 are the same coolant and what we are currently using now, they are just in different delivery methods. 43 and 44 are on the excel document but, not the price sheet.

Answer: Item 43 is a recycled antifreeze, we currently don't use this type of product but, want to inquire about price and availability. Based on that info, a decision might be made to utilize some of this product.

Item 44 is inquiring about a universal coolant that is compatible in the engine types and mfgs listed in the description. City of Long Beach is inquiring if this product is available and if so, what would be the price. If no product can be offered to meet these specs, then put no bid or n/a.



PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY:

JATTEN ENERGY ENTERPRISES  
Company Name

E. PATEN  
Print Name

PRESIDENT  
Title

[Signature]  
Signature

3/16/21  
Date