

BID NUMBER ITB FM 23-183

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King
411 West Ocean Boulevard, 1st Floor
Long Beach, California 90802



INVITATION TO BID

Petroleum Fuels

CONTRACT NO. 36546

- 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: Paramount CITY CA STATE ON THE 29th DAY OF November MONTH, 20 22

COMPANY NAME: Falcon Fuels, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7300 Alondra Blvd., Suite 204 CITY: Paramount STATE: CA ZIP: 90723

PHONE: 562-272-4226 FAX: 562-272-4232

SI Miranda B. Phair (SIGNATURE) President (TITLE)

Miranda B. Phair (PRINT NAME) randaphair@gmail.com (EMAIL ADDRESS)

SI Michele Blanchette (SIGNATURE) Treasurer (TITLE)

Michele Blanchette (PRINT NAME) mblanchette@falconfuelsinc.com (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: 2023.03.30 16:45:38 -07'00'

Date

APPROVED AS TO FORM

March 29th, 2023.
CHARLES PARKIN Dawn McIntosh
CITY ATTORNEY

Deputy

BID NUMBER ITB FM 23-183

**TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King
411 West Ocean Boulevard, 1st Floor
Long Beach, California 90802**



INVITATION TO BID

Petroleum Fuels

CONTRACT NO. _____

1. COMPLETE CONTRACT:

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2. 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.

SO

3. 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.

4. 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.

5. 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: Paramount CITY CA STATE **ON THE** 29th DAY OF November MONTH, **20** 22

COMPANY NAME: Falcon Fuels, Inc. **TIN:** _____ (FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7300 Alondra Blvd., Suite 204 **CITY:** Paramount **STATE:** CA **ZIP:** 90723

PHONE: 562-272-4226 **FAX:** 562-272-4232

S/ Miranda B. Phair (SIGNATURE) President (TITLE)

Miranda B. Phair (PRINT NAME) randaphair@gmail.com (EMAIL ADDRESS)

S/ Michele Blanchette (SIGNATURE) Treasurer (TITLE)

Michele Blanchette (PRINT NAME) mblanchette@falconfuelsinc.com (EMAIL ADDRESS)

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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 of the date stated below.

THE CITY OF LONG BEACH

BY _____ Director of Financial Management _____ Date

APPROVED AS TO FORM
March 29th, 2023.
CHARLES PARKIN Dawn McIntosh
CITY ATTORNEY _____ Deputy

BID NUMBER ITB FM 23-183

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King
411 West Ocean Boulevard, 1st Floor
Long Beach, California 90802



INVITATION TO BID

Petroleum Fuels

CONTRACT NO. _____

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- SO
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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.
5. **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: Paramount CA **ON THE** 29th **DAY OF** November, **20** 22 .
CITY STATE MONTH

COMPANY NAME: Falcon Fuels, Inc. **TIN:** [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7300 Alondra Blvd., Suite 204 **CITY:** Paramount **STATE:** CA **ZIP:** 90723

PHONE: 562-272-4226 **FAX:** 562-272-4232

s/ Miranda B. Phair President
(SIGNATURE) (TITLE)

Miranda B. Phair randaphair@gmail.com
(PRINT NAME) (EMAIL ADDRESS)

s/ Michele Blanchette Treasurer
(SIGNATURE) (TITLE)

Michele Blanchette mblanchette@falconfuelsinc.com
(PRINT NAME) (EMAIL ADDRESS)

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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 of the date stated below.

THE CITY OF LONG BEACH

BY _____ **Date** _____
Director of Financial Management

APPROVED AS TO FORM

_____, 20____.
CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB FM 23-183

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 CA
Partnership State of _____
General Limited
Joint Venture
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: N/A

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

ACKNOWLEDGMENT

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

State of California
County of NOT APPLICABLE)

On _____ before me, NOT APPLICABLE
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER:
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

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

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> 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, 9th 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: N/A

Address: N/A

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: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be submitted electronically in our electronic bidding system on or before the due date. Bids will not be accepted after the date and time stated herein. You are REQUIRED to MAIL ONLY the signed WET signature page, notary document or any additional documents for signatures. YOU CANNOT DELIVER TO CITY HALL

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: MICHELLE KING
411 W OCEAN BLVD
LONG BEACH CA 90802

BID DUE DATE: December 1, 2022
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 posted on the City's online 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 are in the bid document. 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 X 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.)

Upon credit approval and logistics of location per Falcon Fuels Inc.

19. AMERICANS WITH DISABILITIES ACT:

INSTRUCTIONS TO BIDDERS

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall 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

CONTRACT – GENERAL CONDITIONS

and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (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.

CONTRACT – GENERAL CONDITIONS

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

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

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

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

PROJECT OVERVIEW

The City of Long Beach (City) is seeking bids for the purchase and delivery of petroleum fuels for various fuel sites throughout the City. The estimated annual volume is 1,300,000 total gallons.

CONTRACT PERIOD

The Contract term shall be twelve (12) 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 four (4) additional periods of one year each in accordance with terms and conditions stated herein.

BID TIMELINE – All times are Pacific Time

Bid release date: October 28, 2022
Questions due: November 9, 2022
Response from City to bidder: November 16, 2022
Bid due date: December 1, 2022

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website 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 may be rejected.

- Signed Bid Cover Page and Entire Bid Document Pages 1-26
- California All Purpose Acknowledgment, Notarized (if applicable)
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Insurance Requirement (Attachment D)
- Secretary of State Attachment (Attachment E)
- Local Preference (Attachment F)
- Equal Benefits Ordinance (Attachment G)
- Lines of Credit Authorization. Failure to include lines of credit documentation may deem your bid nonresponsive if the City has no prior experience with bidder.
- Delivery Locations Appendix A
- Site Maps Appendix B
- OPIS Sheet Appendix C
- Invoice copies (not required to submit with bid)

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.
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Bidders will receive an email confirmation indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

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

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

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

Submit bid online at: <https://longbeachbuys.buyspeed.com/bsv/view/login/login.xhtml>

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

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

City of Long Beach
C/O City Clerk
Attn: Michelle King
411 West Ocean Boulevard, 1st Floor
Long Beach, CA 90802

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

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Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, December 1, 2022. 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
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. Adequacy of such proof shall be determined by the City. See Reference Information form attachment.

AWARD

The City reserves the right in its sole discretion to award contracts to multiple vendors. The City may award separate items or groups of items to various bidders, and to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

Bidders must bid on the Oil Price Information Service (OPIS) differential and freight charges separately and in accordance with (MISCELLANEOUS FEES) instructions on page 20. The City reserves the right to award the contract based on the availability and pricing of Renewable Diesel (R99).

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall be made by e-mail to purchasingbids@longbeach.gov or letter (address above) 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 (3rd) business day.

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

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

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

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

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

COPYRIGHT

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the

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nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

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

RIGHTS TO USE INVENTIONS

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

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or

organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

INSURANCE

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

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 E. Please include a printout of your business entity from the website.

EXTENSION OPTION:

This Contract is subject to extension for four 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, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor

FUTURE AMENDMENTS

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

VENDOR CONTACT INFORMATION

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

Contact Name: Carolina Chavez

Contact Direct Phone: (562) 665-7189

Contact Fax: (562) 272-4232

Contact E-mail: marketing@falconfuelsinc.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 2

SPECIFICATIONS

GENERAL

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

DELIVERY REQUIREMENTS

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

DELIVERY (ARO): 24 hours (Hours/days) If time shown is more than 24 hours (1 day) after receipt of order, the bid may be rejected.

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

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

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped, in good mechanical condition and appearance, always bearing the correct placard identification of fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Contractor, including product in spill containers, there shall be no incurred cost to the City.

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

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

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

In the event that a tank is unable to hold the amount of fuel ordered, the Contractor will notify the Fuel Officer or authorized designee to receive instructions. Contact persons and phone numbers will be provided for each location and billable entity in the contract. Gasoline and or Renewable Diesel fuel may be required to be delivered to the City's fuel trucks or generator equipment via "wet hosing".

SPECIFICATIONS

Deliveries may be made by truck, but the Contractor should be aware that additional hoses and/or attachments may be needed for fuel deliveries in tight turnaround areas.

In the event of emergency fuel supply needs arising from the failure of City's fuel supply systems, power outages, or from natural disasters, the Contractor shall provide pump-equipped supply tankers with operators to deliver and dispense fuel into equipment at City locations, or at alternate staging areas designated by City. Such emergency supply will be made available within 12 hours of notification by City to the Contractor and will be supplied at the same fuel cost as regular deliveries, plus reasonable standby equipment charges, unless the Contractor is unable to do so as a result of the natural disaster. In this case, Contractor shall immediately notify City of its inability to supply tankers.

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

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

FUEL DELIVERY LOCATIONS

Current delivery locations are provided in **Appendix A**. Maps of the fuel sites are available in **Appendix B**. The City reserves the right to add or delete locations for services within the City's boundaries under the same terms and conditions as stated herein. Delivery charges for locations added after the award of the contract shall be mutually agreed to by the Contractor and the City. For the locations not stated in this invitation to bid, prices must be similar to other locations (in proximity) quoted.

All delivery locations have a minimum product threshold.

MISCELLANEOUS FEES

Pump fees, split fees, fuel surcharges and any other ancillary costs are to be included in the freight fee. Any ancillary cost such as above ground storage tank delivery fees, after hour fees, etc. are not to be listed separately but are to be included in product or freight cost. No additional fees will be accepted. No exceptions.

BRAND

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

WARRANTIES

Contractor shall warrant that each item shall conform to the requirements hereof and will be free from defects. In addition to other remedies which may be available, the City may, at its option, reject and return any non-conforming or defective items to and/or require correction or replacement of said item

SPECIFICATIONS

at the location of the time when the defect is discovered, all at the Contractor's risk and expense. If the City does not require a correction or replacement of non-conforming or defective items, Contractor shall repay such portion of the payment relating to said non-conforming or defective items. The City's rights hereunder are in addition to but not limited by Contractor's standard warranties. Inspection and acceptance of items by City, or payment therefor, shall not relieve Contractor of its obligations hereunder. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause also shall be subject to all the provisions of these specifications.

TEST REPORTS

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

TEMPERATURE CORRECTION

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

METHOD OF BILLING

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

Contractor shall invoice each Department separately:

1. Financial Management, Fleet Services Bureau, 2600 Temple Ave, Long Beach, CA 90806
2. Harbor Department, 725 Harbor Plaza, Long Beach, CA 90802
3. Water Department, 1800 E. Wardlow Rd., Long Beach, CA 90807

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

SPECIFICATIONS

INVOICING

All invoices shall contain the following:

1. Purchase Order Number
2. LA OPIS with CAR print out for same day of delivery
3. Before and After Inventory Veeder Root Print Out
4. Items purchased
5. Price per gallon
6. Freight Cost
7. Extension
8. State and local sales tax
9. California Motor Fuel Tax
10. AB 32 Fee
11. Net payment information, i.e., (net 30)
12. Total amount

Note:

- * Pump fees, split fees, fuel surcharge and any other ancillary costs to be included in freight fee.
- * Vendor agrees to adjust invoice format as requested by the City

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

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

FAILURE TO SUPPLY THESE DOCUMENTS AT TIME OF DELIVERY MAY SERIOUSLY DELAY PAYMENT OF INVOICES.

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

Payment Terms: Net n/a ; n/a % discount in n/a days.

TAXES

Prices quoted shall exclude all applicable taxes. Applicable taxes shall be added to invoices by Contractor at time of invoicing. **The City of Long Beach is exempt from Federal Excise Tax.**

REGULATIONS

Any contract resulting from this bid shall be subject to allocation orders of the United States of America and/or the State of California. All fuels furnished shall comply with Federal, State, County and local

SPECIFICATIONS

rules, regulations or law. Contractor shall prorate available volumes in accordance with the priority levels established by proposed Federal and State of California emergency fuel rationing plans. It is understood that the City's obligation to purchase fuels from the Contractor will cease if the use of such fuels violates any of the above requirements.

EXCUSABLE DELAYS

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

AIR RESOURCES REQUIREMENT

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

PLANT SITE

The City may require the Contractor to provide fuels for pick-up at Contractor's plant site as needed by the City. Contractor shall state below if they will allow City authorized personnel to pick-up gasoline or diesel fuels at Contractor's distribution facility. Contractor shall dispense fuel into City owned tank-wagon with 2,500-gallon capacity.

Yes _____ No X

Contractor's plant terminal shall be within a thirty (30) mile radius of the Fleet Services Bureau located at 2600 Temple Avenue, Long Beach, CA 90806

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

Address of facility: n/a

Contact name and number: n/a

Any changes to the plant site information stated above must be made in writing to the Fuel Officer at Fleet Services 2600 Temple Ave. Long Beach, CA 90806

MISCELLANEOUS ITEMS

Miscellaneous fuels and related products may be purchased in an amount not to exceed \$1,000.00 per order.

SPECIFICATIONS

FINANCIAL

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

SOURCE GUARANTEE

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

MATERIAL SAFETY DATA SHEET

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

COMPLIANCE

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

GASOLINE

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

SPECIFICATIONS

RENEWABLE DIESEL

Contractor shall be able provide Renewable Diesel (R99) or Red-Dyed Renewable Diesel, upon request for off-road purposes. Renewable Diesel (R99) shall meet ASTM D975 specifications.

ALTERNATIVE FUELS

The City of Long Beach reserves the right to use other vendors, outside of contracts awarded pursuant to these specifications, in order to purchase government mandated "Alternative Fuels". Awarded Contractor(s) will be requested to provide a separate quote on such alternative fuels. In the event, the current contractor cannot provide, the City of Long Beach will go out to bid for "alternative fuel". The U.S. Department of Energy classifies the following fuels as "alternative fuels":

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

PRICING AND PRICE ADJUSTMENT

The City's estimated annual volume is 1,300,000 total gallons. It is understood by the Contractor that the quantities given are estimates and that the City of Long Beach may purchase an amount above or below the estimate given according to the requirements and needs of the City. The City does not guarantee that it will place a minimum quantity or dollar amount of orders.

The City requires an OIL PRICE INFORMATION SERVICE (OPIS) daily price at the Los Angeles terminal inclusive of the delivery differential for the following products on the bid pricing line items:

- | | |
|---|-------------------|
| • Unleaded | 1,000,000 gallons |
| • Renewable Diesel (shall be R99) | 275,000 gallons |
| • Red Dye Renewable Diesel (shall be R99) | 20,000 gallons |
| • Super Unleaded | 5,000 gallons |

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

SPECIFICATIONS

Product pricing for gasoline and renewable diesel fuel shall consist of two (2) parts to equal your line item pricing:

1. The published "OIL PRICE INFORMATION SERVICE" price for the product defined as AVERAGE at Los Angeles, California PAD 5 (Los Angeles report plus Cap at the Rack (CAR) Cost., of all refineries listed thereunder; and shall be considered effective on the date of the current week as specified herein;
2. The Base Price defined above shall be adjusted according to the "plus/minus" cents per gallon as bid. The adjustment amount shall be firm for the life of the agreement resulting from this bid and shall not be subject to change.

OPIS will be the index used for the pricing of gasoline and diesel fuel product line items. OPIS prices are available through their website at www.opisnet.com. The vendor is required to have their own subscription to OPIS. It will not be provided by the City. Pricing is requested using OPIS internet publication information with the date and time of 08/31/2022 10:00 AM EST as a common reference point for quotation purposes. Low Carbon Fuel Standard (LCFS) and CAR fees shall not be charged as separate line items.

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

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.

Falcon Fuels Inc.

Business/Contractor/Agency

Miranda B. Phair

Name of Authorized Representative

President

Title of Authorized Representative



Signature of Authorized Representative

11/29/2022

Date

r20141001

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13



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

ATTACHMENT B

CONFIDENTIAL

Reference Information Form

Client/Contractor Name DWP

Project Manager/Contact Name Robert Pfefferte E-mail [REDACTED] Ph. No [REDACTED]

Address [REDACTED]

Project Description fuel sale and delivery from 500 to 8800 gal.

Project Dates (Start and End) 2013-2023 Contract Term(s) net 30 days Contract Amount \$1,800,000.00

Client/Contractor Name DLA-Energy

Project Manager/Contact Name Lawrence Watson E-mail [REDACTED] Ph. No [REDACTED]

Address [REDACTED]

Project Description fuel sale and delivery from 500 to 8800 gal.

Project Dates (Start and End) 2016- present Contract Term(s) net 30 days Contract Amount \$770,586.11 pending

Client/Contractor Name DGS- State of California

Project Manager/Contact Name Denelle Scott E-mail [REDACTED] Ph. No [REDACTED]

Address [REDACTED]

Project Description fuel sale and delivery from 500 to 8800 gal.

Project Dates (Start and End) 2013-2021 Contract Term(s) net 30 days Contract Amount \$10,660,000.00

Client/Contractor Name City of Norwalk

Project Manager/Contact Name Janet Welde E-mail [REDACTED] Ph. No [REDACTED]

Address [REDACTED]

Project Description fuel sale and delivery from 500 to 8800 gal.

Project Dates (Start and End) 2016-2022 Contract Term(s) net 30 days Contract Amount \$1,100,000.00

Client/Contractor Name City of Pasadena

Project Manager/Contact Name Dan Adema E-mail [REDACTED] Ph. No [REDACTED]

Address [REDACTED]

Project Description fuel sale and delivery from 500 to 8800 gal.

Project Dates (Start and End) 2016 to present Contract Term(s) net 30 days Contract Amount \$20,872,000.00

Attachment C

**W-9 Request for Taxpayer
Identification Number and Certification**

[Form must be signed and dated]

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Falcon Fuels, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 7300 Alondra Blvd. Suite 204	Requester's name and address (optional)
6 City, state, and ZIP code Paramount, CA 90723	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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or												
Employer identification number												

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Michelle Blancheth</i>	Date ▶ <i>11/29/2022</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th 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
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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
- 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: Miranda B. Phair Title: President
Signature: Miranda B. Phair Date: 11/29/2022

ATTACHMENT E

SECRETARY OF STATE CERTIFICATION PRINTOUT

<https://businesssearch.sos.ca.gov/>

Alex Padilla
California Secretary of State

Business Search - Business E...

Business Search - Business ... PURCHASING PLANETBIDS INTRANET HOME System for Award Manage... Suggested Sites City of Long Beach - Legistar

Skip to Main Content | Skip to Footer

About Business Notary & Authentications Elections Campaign & Lobbying State Archives Registries News Contact

Business Entities (BE) Business Search

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *
 Search by Corporation Name Search by LP/LLC Name Search by Entity Number

Search Criteria * [] Search Filter [Keyword v]

Search

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 2 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of November 12, 2020

A handwritten signature in black ink that reads "Alex Padilla".

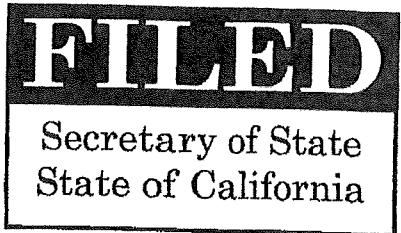
ALEX PADILLA
Secretary of State

Verification Number: KD44YX6
Entity (File) Number: C1571827

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov



**California Secretary of State
Electronic Filing**



Corporation - Statement of Information

Entity Name: FALCON FUELS, INC.

Entity (File) Number: C1571827
 File Date: 11/10/2020
 Entity Type: Corporation
 Jurisdiction: CALIFORNIA
 Document ID: GK94596

Detailed Filing Information

1. Entity Name: FALCON FUELS, INC.

2. Business Addresses:
 - a. Street Address of Principal Office in California: 7300 ALONDRA BLVD., SUITE 204
PARAMOUNT, California 90723
United States of America

 - b. Mailing Address: 7300 ALONDRA BLVD., SUITE 204
PARAMOUNT, California 90723
United States of America

 - c. Street Address of Principal Executive Office: 7300 ALONDRA BLVD., SUITE 204
PARAMOUNT, California 90723
United States of America

3. Officers:
 - a. Chief Executive Officer: MIRANDA BLOUNT PHAIR
24 BLUE GRASS
IRVINE, California 92603
United States of America

 - b. Secretary: MIRANDA BLOUNT PHAIR
24 BLUE GRASS
IRVINE, California 92603
United States of America

Certificate Verification Number: KD44YX6
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GK94596



California Secretary of State Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

MIRANDA BLOUNT PHAIR
24 BLUE GRASS
IRVINE, California 92603
United States of America

4. Director:

MIRANDA BLOUNT PHAIR
24 BLUE GRASS
IRVINE, California 92603
United States of America

Number of Vacancies on the Board of
Directors:

0

5. Agent for Service of Process:

MIRANDA BLOUNT PHAIR
7400 ALONDRA BLVD SUITE 204
PARAMOUNT, California 90723
United States of America

6. Type of Business:

WHOLESALE TRANSPORTATION
FUEL

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: MICHELE BLANCHETTE

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Certificate Verification Number: KD44YX6
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GK94596

ATTENTION LONG BEACH BUSINESS OWNERS:

In order to help support the success of businesses in Long Beach such as yours along with local jobs, the City of Long Beach has a local preference provision.

In bids for materials, equipment, supplies and nonprofessional services, Long Beach-based businesses meeting the criteria set forth below may have their bid price reduced by ten percent solely for the purpose of determining the lowest responsible bid (if selected as the winning bid, you would be paid based upon your actual bid price, not the reduced price).

The maximum preference a bidder may be awarded pursuant to this Section and any other provision of law shall be ten percent (10%). However, in no case shall the maximum preference cost under this Section exceed ten thousand dollars (\$10,000.00) for any bid.

The City Purchasing Agent has determined that the local preference is applicable to this Invitation to Bid. (The local preference does not apply to bids for all purchases funded in full or a fraction thereof by any tidelands fund, by any grant funds, nor by any funds received from the State of California. This section shall not apply to purchases made pursuant to Section 1801 and 1807 of the City Charter and to bids for public works, as that term is defined in Section 1720(a) of the California Labor Code.)

If your business qualifies for the local preference, please certify your eligibility by signing on the space provided below and attaching copies of the following documents to your bid package:

1. A current, valid business license from the City of Long Beach showing a place of business within the city limits; and
2. A current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.

CERTIFICATION

I certify that I possess a current valid City of Long Beach business license and a current valid seller's permit, both showing a place of businesses in the City of Long Beach, and that I am eligible for the City of Long Beach local preference.

N/A
Signature

N/A
Printed Name

N/A
Date

N/A
Title

Attachment E

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

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: Miranda B. Phair Title: President

Signature: *Miranda B. Phair* Date: 11/29/2022

Business Entity Name: Falcon Fuels Inc.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Falcon Fuels Inc. Federal Tax ID No. [REDACTED]
Address: 7300 Alondra Blvd. Suite 204
City: Paramount State: CA ZIP: 90723
Contact Person: Carol Chavez Telephone: (562) 272-4226
Email: marketing@falconfuelsinc.com Fax: (562) 272-4232

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.)

Section 3. PROVISIONAL COMPLIANCE

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

N/A 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

N/A 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

N/A 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 N/A 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 29th day of November, 2022, at Paramount, CA

Name Miranda B. Phair

Signature Miranda B. Phair

Title President

Federal Tax ID No. [REDACTED]



City of Long Beach

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

November 16, 2022

NOTICE TO BIDDERS

ADDENDUM NO. 4

**BID No. ITB FM 23-183
PETROLEUM FUELS**

This addendum changes and supersedes the language in the original 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. Q: If a split occurs, how many sites are allowed to be split per delivery?

A: Delivery splits will be vendor discretion as long as our Low Product Threshold requirements are met.

2. Q: If a split occurs, how many products are allowed to be split per delivery?

A: Delivery splits will be vendor discretion as long as our Low Product Threshold requirements are met.

3. Q: How often are deliveries split between multiple locations?

A: See attachments tab for "Delivery Logs"

4. Q: How often are deliveries split with multiple products?

A: See attachments tab for "Delivery Logs"

5. Q: Who is the current incumbent for the contract?

A: Merrimac Energy Group, Falcon Fuels.

6. Q: May I please get a bid tabulation from the last award of this contract?

A: See attachments tab for Merrimac Energy Group and Falcon Fuels contracts

7. Q: May I please get a copy of the most recent fuel invoice and supporting Bill of Lading for each location?

A: See attachments tab for "Invoices"

8. Q: Please provide average delivery size per by site and size.
A: See attachments tab for "Delivery Logs"
9. Q: Are bidders required to submit pricing for all items contained within the bid?
A: Not all items are required to be bid.
10. Q: When is the expected award date for this contract?
A: Estimated January/February 2023.
11. Q: Are performance bonds required for this bid?
A: No bonds required.
12. Q: Is there any bonding required for this bid?
A: No bonds required.
13. Q: On Appendix A, there are some locations with high tank volumes (i.e., Long Beach Gas & Oil DSL Tank at 20,000-gallon volume) that are indicated as tank wagon delivery. Will there ever be instances over the duration of the contract that Full-Transport Loads will be used as form of delivery?
A: Full transport loads are acceptable as long as our Low Product Thresholds (LPT) are met.
14. Q: Can you please advise if there is a tutorial on how to submit your bid step by step?
A: Links below have videos and directions.
<https://longbeachbuys.buyspeed.com/bsv/view/login/login.xhtml>
https://www.longbeach.gov/globalassets/finance/media-library/documents/long-beach-buys/long_beach_buys_bid_solicitation_guide
15. Q: On the General page on the portal, do we need to submit information there. Please advise.
A: Nothing is to be entered on the General Page.
16. Q: Can you please confirm we need to enter the OPIS pricing plus or minus on the line items tabs. Referencing from 08/31/2022, line item 1.0
A: 8/31/22 10:00am OPIS +/- the differential.
17. Q: Can you give clarification on what line item to input freight?
A: Freight Charges should be filled in on the Unit Cost box under the Freight Line Items.
18. Q: You have line item for fuel cost and freight cost on the same line item, 1.0. Then you also list unit cost and freight again on 8.0. Please advise are we to enter unit cost and freight twice on these various line items?
A: Freight Charges should be filled in on the Unit Cost box under the Freight Line Items 8-14.

19. Q: Please see line item 1.0. You're asking for fuel cost and the freight rate cost. Please advise do we need to enter freight online item 1.0 or line item 8.0.

A: Freight Charges should be filled in on the Unit Cost box under the Freight Line Items. Not on 1.0 just 8-14.

20. Q: On the portal item 14.0 you're asking for freight again on premium. Can you please give clarification.

A: Freight Charges should be filled in on the Unit Cost box under the Freight Line Items 8-14.

21. Q: On the wet hosing can you confirm we need to enter the plus/minus over OPIS and separate line item for freight. Please advise.

A: Please provide the cost per wet hose fueling event; fuel prices should reflect line items 1 -7.

22. Q: Can you please give clarification on how to add subcontractors on that tab.

A: See links in #14 above.

23. Q: Can you please advise deadline to submit signatures pages? With the wet signatures?

A: Please see page 5 number 16 in the bid documents.

24. Q: Can you confirm if we must mail in the signature's pages before the bid deadline?

A: Please see page 5 number 16 in the bid documents.

25. Q: Will any surety bonds be need for this contract?

A: No Bond Required.

26. Q: Why is this opportunity out for rebid when it was awarded late June 2022?

A: Bid was canceled due to specification upgrade.

27. Q: Is there a percentage (%) preference for MBE/WBE?

A: No preference for MBE/WBE.

28. Q: Due to the national driver shortage and loading rack allocations causing major delays, would the City please consider allowing a 48-hour turn for deliveries from order placement over 24 hours?

A: No.

29. Q: Are we required to bid all products and all locations in order to be considered for award?

A: All locations should be included however not all products are required to be bid on.

30. Q: How are we to provide pricing for the potential wet hosing requirement on page 19?

A: Fee per delivery event. The fuel prices should reflect product pricing in items 1-7.

31. Q: How are we to provide pricing for the potential emergency need of pump-equipped supply tankers with operators referenced on page 20?

A: Pricing for emergency pumping equipment is to be filled in on the emergency pumping equipment line item #19 was added with this amendment.

32. Q: If this field "Alternate Description" is used for additional freight charges or comments will a bidder be considered non-responsive?

A: Freight charges should be entered on the FREIGHT line items only 8-14. Bidder should not enter freight pricing in the freight field box or the alternate description box.

33. Q: What should be entered in the Unit Price column items 1 through 13? The +/- differential or the 8/31/22 10:00am OPIS +/- the differential?

A: 8/31/22 10:00am OPIS +/- the differential.

34. Q: What is the discount% column for items 1 through 13?


A: This is to be disregarded.

35. Q: Should anything be entered in the freight column item 1 through 7?

A: Freight Charges should be filled in on the Unit Cost box under the Freight Line Item 8-14.

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY: Falcon Fuels Inc.
Company Name

Miranda B. Phair	President
Print Name	Title
	11/29/2022
Signature	Date

APPENDIX A
DELIVERY LOCATIONS

STATION NUMBER	ADDRESS	TANK TRAILER (TT)/TANK WAGON (TW)	TANK TYPE	PRODUCT	TANK SIZE
11	Fire Station #11 160 E Market St.	TW TW	UST Belly Tank	UL DSL	4,000 2,000
12	6509 Gundry Ave. Fire Station #12	TT	AST AST	UL DSL	2,000 2,000
13	Fire Station #13 2485 Adriatic Ave.	TW	UST	DSL	1,000
14	Fire Station #14 5200 Eliot St.	TT TT	UST UST	UL DSL	12,000 12,000
16	Fire Station #16 2890 E. Wardlow Rd.	TW	UST	DSL	1,000
34	Police Department 400 W. Broadway	TT TT	UST UST UST	UNL DSL Premium	15,000 6000 15,000
35	Police Department 4891 N. Atlantic	TT TT	UST Belly Tank	UNL DLS	10,000 2,000
38	Long Beach Gas & Oil 2400 E. Spring St.	TT TW	UST UST	UL DSL	20,000 20,000
39	Police Department West Division 1839 Santa Fe Ave.	TT	AST	UL	15,000
59	Fire Training 2249 Argonne Ave	TW TT	UST UST	UL DSL	5,000 20,000
WD2	Water Department 1800 Wardlow Rd.	TT TT	AST AST	UL DSL	15,000 10,000
WD1	Water Treatment Plant 2950 Redondo	TW	AST	DSL	8,000
HMNT	Harbor Maintenance Yard 725 Harbor Plaza Generator and Fuel Site	TT TT TT TT	UST	UNL UNL DSL Dyed DSL	6,000 6,000 3,000 8,000
ECOC	Emergency Com. Center 2990 Redondo Ave.	TT	UST	DSL	10,000

For locations not stated in this invitation to bid, prices must be similar to locations (in proximity) quoted.