

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



INVITATION TO BID

PETROLEUM PRODUCTS

CONTRACT NO. **34595**

1. 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.

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.

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: LONG BEACH CA ON THE 20 DAY OF FEBRUARY, 2017
CITY STATE MONTH

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

STREET ADDRESS: 65 PINE AVE #552 CITY: LONG BEACH STATE: CA ZIP: 90802

PHONE: 310-447-2133 FAX: 310-665-9201

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

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

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

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

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

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

THE CITY OF LONG BEACH

BY [Signature] Director of Financial Management

4/28/17
Date

APPROVED AS TO FORM

CHARLES PARKIN
CITY ATTORNEY

APR 27, 2017
[Signature] Deputy

BID NUMBER ITB FS 17-037

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 N/A
Limited Liability Company ☐ State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

☒ Black ☐ Asian ☐ Other Non-white
☐ Hispanic ☐ American Indian ☐ Caucasian

Non-ethnic Factors of Ownership (check all that apply):

☒ Male ☐ Yes - Physically Challenged ☐ Under 65
☐ Female ☐ No - Physically Challenged ☐ Over 65

Is the firm certified as a Disadvantaged Business: ☒ Yes ☐ No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

☒ Yes ☐ No

Name of certifying agency: SBA, MTA-LA, CITY OF LOS ANGELES, NEW ORLEANS AIRPORT

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)

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

PARTNERSHIP

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

CORPORATION

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- 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.**

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 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

PATTEN ENERGY ENTERPRISES, INC.

Business/Contractor/Agency

EZEKIEL PATTEN, JR.

PRESIDENT/CEO

Name of Authorized Representative

Title of Authorized Representative



2/20/17

Signature of Authorized Representative

Date

(21411



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FM01343**FILED**

In the office of the Secretary of State
of the State of California

APR-11 2017**1. CORPORATE NAME**

PATTEN ENERGY ENTERPRISES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1787593

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/11/2017

JENNIFER ARCHIE

OPERATIONS MANAGER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00:

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FD97836**FILED**

In the office of the Secretary of State
of the State of California

JUN-01 2016**1. CORPORATE NAME**

PATTEN ENERGY ENTERPRISES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1787593

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
EZEKIEL PATTEN	8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
EZEKIEL PATTEN JR	8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
EZEKIEL PATTEN JR	8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
EZEKIEL PATTEN JR	8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

EZEKIEL PATTEN JR

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
8939 S. SEPULVEDA BLVD STE, 220, LOS ANGELES, CA 90045			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
PETROLEUM PRODUCTS, MARKETING

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

06/01/2016

JENNIFER ARCHIE

OPERATIONS MANAGER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

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 LOS ANGELES)

On _____ before me, EZEKIEL PATTEN, JR - CEO/SECRETARY
 (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
 CEO/PRESIDENT - SECRETARY
- TITLE(S) _____
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

PETROLEUM PRODUCTS - ITB FS 17-037

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum 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: NONE

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: N/A

Dollar value of participation: \$ N/A

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:

CITY OF LONG BEACH

CITY CLERK – ATTN: Sokunthea Kol

333 W OCEAN BLVD/PLAZA LEVEL

LONG BEACH CA 90802

BID DUE DATE: February 21, 2017

TIME: 11:00 am

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

<u>Sokunthea Kol</u>	<u>(562) 570-6123</u>
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days 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.)

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor including, but not limited to, sudden and accidental pollution liability, in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished 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 soliciting bids to furnish and deliver a wide variety of petroleum-based products that are used for the maintenance of vehicles and equipment in various locations throughout the City. Only American Petroleum Institute (API) Certified Oil will be accepted for this bid. Proof of Certification and licensing number must be included.

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

BID TIMELINE – All times are Pacific Time

Bid release date:	January 25, 2017
Questions due:	February 1, 2017 by 4:30 pm
Response from City to bidder:	February 13, 2017 by 4:30 pm
Bid due date:	February 21, 2017 by 11:00 am

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 will be rejected.

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

METHOD OF SUBMISSION:

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

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

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

BID NUMBER ITB FS 17-037

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

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

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

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

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

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

ITB FS 17-037 PETROLEUM PRODUCTS

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, February 21, 2017. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Soey Kol with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single vendor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

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

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

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (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 not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

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

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

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

BOND PROVISIONS

Not applicable.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

ORDER OF PRECEDENCE

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

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

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

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

COMPLIANCE WITH DAVIS-BACON ACT

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

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in

44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

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

RIGHTS TO USE INVENTIONS

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

SYSTEM FOR AWARD MANAGEMENT (SAM)

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

INSURANCE

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

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award or from the expiration of the current contract, whichever is the earlier, unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein. It is agreed that if any renewal is exercised, the City shall so notify the Contractor prior to the expiration date.

EXTENSION OPTION

This Contract is subject to extension for two 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.

FUTURE AMENDMENTS

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

ADDITIONAL CHARGES

Bidder shall not charge any fees or charges for restocking or service fees for returned items, incorrect items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.

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

BRAND NAMES

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

If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than seven (7) working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid opening.

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

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

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

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

LOCAL PREFERENCE

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

LONG BEACH 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.

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
- B) If you are providing and delivering a product in Long Beach

For more information, contact the Business License Section at 562-570-6211 or by e-mail to lbiz@longbeach.gov.

Long Beach Business License Number:

PENDING

(Only Required Upon Notification of Award)

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

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

METHOD OF BILLING/INVOICING

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

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

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

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

VENDOR CONTACT INFORMATION

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

Primary Contact:

Contact Name: EZEKIEL PATTEN, JR.

Contact Direct Phone: 310-447-2133

Contact Fax: 310-665-9201

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

Emergency Contact:

Contact Name: EZEKIEL PATTEN, JR.

Contact Direct Phone: 310-447-2133

Contact Fax: 310-665-9201

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

VENDOR'S EMPLOYEES

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

SPECIFICATIONS**SHIPPING & DELIVERY REQUIREMENTS**

Delivery shall be made within two (2) business days after receipt of order. Deliveries shall be made between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, unless specifically instructed otherwise. Delivery time may be a factor in award.

DELIVERY (ARO): 2 (Days).

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

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

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

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

REQUIREMENTS FOR RECYCLED PETROLEUM PRODUCTS

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

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

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

SPECIFICATIONS

MISCELLANEOUS ITEMS

Miscellaneous items not listed herein may be purchased from vendor in an amount not to exceed \$2,000 per order. The City reserves the right to negotiate a fair and reasonable price for any additional item(s) not covered in these specifications.

EMERGENCIES

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

USAGE REPORT

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

Each report will contain at minimum:

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

OIL PRICING METHODOLOGY

Pricing for oil, lubricants, chemicals and solvents shall be fixed during the first one (1) year period of the Contract, with the option for a price increase during the second year. The City reserve the right to accept or reject any price increase, and to cancel the contract if price increases are not acceptable.

PRICE MATCHING

It is the City's intention to purchase items on the contract from the awarded vendor(s). However, should any City employee find lower pricing for any item on this contract, the vendor will be given the opportunity to match the lower price.

The match will have the following conditions:

- A. The item will be the same brand and model as the item on the contract.
- B. The match will not apply if the item found is available in limited quantities, is a clearance item, or is part of a bundled offer or a mail-in incentive.
- C. Pricing compared will include all costs, such as delivery and sales tax.
- D. Documentation of the lower pricing will be provided by the City.

SPECIFICATIONS

If the contract pricing is consistently higher than pricing obtained from other sources, the City reserves the right to terminate the contract.

CONTRACT PRICING DE-ESCALATION

Should the Bidder at any time during the life of the contract sells the same materials or service under similar quantity and delivery conditions to another customer at prices below those quoted to the City, such lower prices will be immediately extended to the City.

TAXES

Prices quoted shall exclude all applicable taxes. Vendor shall add all applicable taxes to invoices. The City is exempt from Federal Excise Tax and will furnish a Federal Excise Tax Exemption Certificate to vendor if required.

TESTS

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

TEST REPORT

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

AIR RESOURCES REQUIREMENT

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

MATERIAL SAFETY DATA

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

SPECIFICATIONS

SUMMARY OF BID ITEMS & ESTIMATED QUANTITIES

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

The amount of the orders may vary. Orders will be placed on an as needed basis. The City does not guarantee that it will place a minimum quantity or dollar amount of orders. The City is obligated under this contract/purchase order to purchase and pay for only those goods that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any vendor.

MOTOR OIL	Estimated Quantity
<ul style="list-style-type: none"> Conventional Delivered in 55 Gallon Drums Synthetic Blend Delivered in 55 Gallon Drums Re-Refined Delivered in 55 Gallon Drums 	6,325 gallons
<ul style="list-style-type: none"> Conventional Bulk Delivery in 500 Gallon Plus Lots Synthetic Blend Delivered in 500 Gallon Plus Lots Re-Refined Bulk Delivered in 500 Gallon Plus Lots 	5,000 gallons
<ul style="list-style-type: none"> Conventional Delivered in 1 Quart Bottles Cases of 12 each Synthetic Delivered in 1 Quart Bottles Cases of 12 each Synthetic Blend Delivered in 1 Quart Bottles, Cases of 12 each Re-Refined Delivered in 1 Quart Bottles, Case of 12 each 	168 quarts
<ul style="list-style-type: none"> Conventional Low Ash for CNG & LNG Engines Bulk Delivery in 500 Gallon Plus Lots Synthetic Low Ash for CNG & LNG Engines Bulk Delivery in 500 Gallon Plus Lots Synthetic Blend Low Ash for CNG & LNG Engines Bulk Delivery in 500 Gallon Plus Lots 	7,500 gallons
<ul style="list-style-type: none"> Synthetic Delivered in 55 Gallon Drums 	275 gallons
<ul style="list-style-type: none"> Synthetic Bulk Delivered in 500 Gallon Plus Lots 	360 gallons
ANTI-WEAR HYDRAULIC OIL AW-32, 68 & 150	Estimated Quantity
<ul style="list-style-type: none"> AW-32 Conventional Bulk Delivery in 200 Gallon Plus Lots AW-32 Synthetic Bulk Delivery in 200 Gallon Plus Lots AW-32 Re-Refined Bulk Delivered in 500 Gallon Plus Lots 	19,600 gallons
<ul style="list-style-type: none"> AW-32 Conventional Delivered in 55 Gallon Drums AW-32 Synthetic Delivered in 55 Gallon Drums AW-32 Re-Refined Delivered in 55 Gallon Drums 	1,100 gallons
<ul style="list-style-type: none"> AW-68 Conventional Bulk Delivery in 200 Gallon Plus Lots AW-68 Synthetic Bulk Delivery in 200 Gallon Plus Lots AW-68 Re-Refined Bulk Delivered in 200 Gallon Plus Lots 	200 gallons
<ul style="list-style-type: none"> AW-68 Conventional Delivered in 55 Gallon Drums AW-68 Synthetic Delivered in 55 Gallon Drums AW-68 Re-Refined Delivered in 55 Gallon Drums 	220 gallons

SPECIFICATIONS

<ul style="list-style-type: none"> • AW-150 Conventional Bulk Delivery in 200 Gallon Plus Lots • AW-150 Synthetic Bulk Delivery in 200 Gallon Plus Lots • AW-150 Re-Refined Delivered in 200 Gallon Plus Lots 	19,600 gallons
<ul style="list-style-type: none"> • AW-150 Conventional Delivered in 55 Gallon Drums • AW-150 Synthetic Delivered in 55 Gallon Drums • AW-150 Re-Refined Delivered in 55 Gallon Drums 	1,100 gallons
GEAR LUBRICANT MULTI GEAR MEETING MIL_L2105C-EP, MIL- H-5606GE AND API GL5	Estimated Quantity
<ul style="list-style-type: none"> • Petro Based Bulk Delivery in 200 Gallon Plus Lots • Synthetic Bulk Delivered in 200 Gallon Plus Lots • Re-Refined Delivered in 200 Gallon Plus Lots 	9,400 gallons
<ul style="list-style-type: none"> • Petro Based Delivered in 55 Gallon Drums • Synthetic Delivered in 55 Gallon Drums • Re-Refined Delivered in 55 Gallon Drums 	1,210 gallons
AUTOMATIC TRANSMISSION FLUID DEXRON-II or TYPE F or MP WITH GM "D" NUMBER APPROVAL. (shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacturer)	Estimated Quantity
<ul style="list-style-type: none"> • Conventional Bulk Delivery in 400 Gallon Plus Lots • Synthetic Bulk Delivered in 400 Gallon Plus Lots • Re-Refined Delivered in 400 Gallon Plus Lots 	3,000 gallons
<ul style="list-style-type: none"> • Conventional Delivered in 55 Gallon Drums • Synthetic Delivered in 55 Gallon Drums • Re-Refined Delivered in 55 Gallon Drums 	550 gallons
CHASSIS LUBRICANT MP LITHIUM BASE WITH AT LEAST 3% MOLY	Estimated Quantity
<ul style="list-style-type: none"> • Delivered in 120 lb. Drums 	1920 lbs.
MULTI-PURPOSE POWER STEERING FLUID OF USE IN ALL GM, FORD, CHRYSLER, HONDA, NISSAN AND TOYOTA	Estimated Quantity
<ul style="list-style-type: none"> • Delivered in 1 Quart Bottles Delivered by the Case of at least 12 each 	250 quarts
UNIVERSAL TRACTOR HYDRAULIC FLUID/OIL (Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products)	Estimated Quantity
<ul style="list-style-type: none"> • Bulk Delivery in 200 Gallon Plus Lots • Re-Refined Bulk Delivery in 200 Gallon Plus Lots 	1,605 gallons
<ul style="list-style-type: none"> • Delivered in 15 Or 55 Gallon Containers • Re-Refined Delivered in 15 Or 55 Gallon Containers 	1,650 gallons
ANTI-FREEZE, SYNTHETIC/ETHYLENE/GLYCOL BASE WITH RUST INHIBITORS, 50/50 MIXED SUMMER/WINTER PROTECTION (shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture)	Estimated Quantity
<ul style="list-style-type: none"> • Bulk Delivery in 400 gallon plus lots • Recycled Anti-freeze; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacturer; Bulk Delivery in 400 gallon plus lots 	4,400 gallons

SPECIFICATIONS

<ul style="list-style-type: none"> • Synthetic/Ethylene/Glycol Base with rust inhibitors; Mixed summer/winter; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture; Delivered in 55 gallon drums 	<p>3,960 gallons</p>
<ul style="list-style-type: none"> • Synthetic/Ethylene/Glycol Base with rust inhibitors; Mixed summer/winter; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture; Delivered in case lots of 1 gallon 	<p>5,00 gallons</p>



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

CONFIDENTIAL!

Reference Information Form

Client/Contractor Name CALIFORNIA DEPT OF GENERAL SERVICE

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

Address _____

Project Description ENGINE OIL

Project Dates (Start and End) 2/12/09 Contract Term(s) 5 YEARS Contract Amount 3,500,000.00

Client/Contractor Name LOS ANGELES SCHOOL DISTRICT

Project Manager/Contact Name ANE HESSEKIEL E-mail ANELICSE.HESSENKIEL@LAUSD.NET Ph. No. 818-982-1607

Address 11247 SHERMAN WAY, SUN VALLEY, CA 91352

Project Description LUBRICANT

Project Dates (Start and End) 2012 Contract Term(s) (3) 3 YEARS Contract Amount 1.5 MIL

Client/Contractor Name SWISSPORT

Project Manager/Contact Name FRANKIE HAYES E-mail FRANKLIN.HAYES@SEISSPORT.COM Ph. No. 310-646-1942

Address 7025 W. IMPERIAL HWY, LOS ANGELES, CA 90045

Project Description OILS/LUBRICANTS/COOLENT

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

Client/Contractor Name CALIFORNIA DEPT OF TRANSPORTATION DIST 7

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

Address VARIOUS LOCATIONS - DISTRICT 7

Project Description OILS/LUBRICANTS - VARIOUS PURCHASE ORDERS

Project Dates (Start and End) 2015 Contract Term(s) 1 Contract Amount 300,000

Client/Contractor Name NATIONWIDE ENVIRONMENTAL SERVICES

Project Manager/Contact Name MARLENE MELCOR E-mail MARLENE@NES-SWEEPING.COM Ph. No. 562-860-0604

Address 11914 FRONT STREET - NORWALK, CA 90650

Project Description OILS - SUB BID TO METRO

Project Dates (Start and End) 2015 Contract Term(s) 5 Contract Amount 300,000

PETROLEUM PRODUCTS

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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, member ship 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

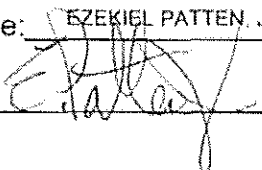
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate 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: EZEKIEL PATTEN, JR. Title: PRESIDENT
Signature:  Date: 2/20/17
Business Entity Name: PATTEN ENERGY ENTERPRISES, INC.

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: PATTEN ENERGY ENTERPRISES, INC Federal Tax ID No. [REDACTED]
Address: 65 PINE AVE. #552
City: LONG BEACH State: CA ZIP: 90802
Contact Person: EZEKIEL PATTEN, JR. Telephone: 310-447-2133
Email: ZEKE.PATTEN@PATTENENERGY.COM Fax: 310-665-9201

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes x No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? x 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?
 x Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 x 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? x 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

N/A

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

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

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

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

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

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 21 day of FEBRUARY, 2017, at LONG BEACH, CA

Name EZEKIEL PATTEN, JR.

Signature 

Title PRESIDENT/CEO

Federal Tax ID No. 



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

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. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may 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:



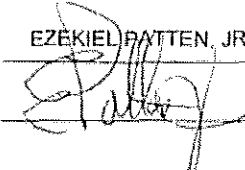
City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

- Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by 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 agrees that insurance requirements can be provided as requested.

Printed Name: EZEKIEL PATTEN, JR.

Title: PRESIDENT/CEO

Signature: 

Date: 2/20/17

Alex Padilla
California Secretary of State

Business Search - Results

The California Business Search is updated daily and reflects work processed through Sunday, February 19, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on requesting a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

Results of search for Corporation Name keyword "PATTEN ENERGY ENTERPRISES INC" returned 1 entity record (out of 1 record found).

Show 10 entities per page

Narrow search results:

Entity Number	Registration Date	Status	Entity Name	Jurisdiction	Agent for Service of Process
C1737593	07/19/1993	ACTIVE	<u>PATTEN ENERGY ENTERPRISES, INC.</u>	CALIFORNIA	EZEKIEL PATTEN JR

Showing 1 to 1 of 1 entities

Previous 1 Next

Modify Search New Search



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

February 8, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 1 Q & A

**ITB FS 17-037
Petroleum Products**

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

Questions and answers:

1. Q: Items are currently listed conventional, re-refined and synthetic - some with no volume listed. Does that mean that totals are a cumulative of all three mixes of products? Or would the bid just be on one option?

A: Totals are not cumulative, each item (conventional, re-refined, or synthetic) are being priced out for the City to determine the best option going forward in our purchasing of lubricants. So yes, it would be on one option. Volumes not listed are currently not yet being used but, could be purchased as the City's fleet changes over the next few years.

2. Q: Can additional product information be attached to the bid to show a cost per mile analysis as well the cost per gallon? This will give an analysis on using Synthetic versus conventional if fleet is using a mix or is looking to switch. Same with green sustainable solutions to reduce machine downtime?

A: Additional product information can be attached but, is not needed and will not be a basis for the award decision. Fleet is still determining if Synthetic can be used in our application.

3. Q: Can additional services be attached to the bid to show how SC Fuels can be a partner for additional solutions - ei: tank monitors will be included with all bulk bids awarded to improve efficiency and reduce downtime.

A: No additional items can be added to this bid.

4. Q: Are PDS sheets needed along with SDS for all products on BID?

A: Yes

5. Q: Your planet bid pricing format does not allow for pricing of multiple weights for each line items currently listed for motor oils (for example, conventional 55 gallon drums – fleet maintenance may want 30w, 5w30, 15w40.....). Your format only allows one price for conventional 55 gallon drums/bulk and not each individual weight.

Can you please confirm with your fleet department on this and modify bid accordingly?

A: Fleet is only concerned with 15W40. Any additional weights are minimal used in our fleet.

6. Q: What is the application of AW 150? Is it for turbines?

A: Yes, it is for turbines

7. Q: Currently, who is your supplier for oil?

A:

- Southern Counties Oil Company dba SC Fuels
- Rosemead Oil Products Inc.

8. Q: What is the current pricing on motor oil, anti-wear hydraulic oil, gear lubricant multi-gear, automatic transmission fluid, chassis lubricant mp lithium base, multi-purpose power steering fluid, universal tractor hydraulic fluid/oil, and anti-freeze, synthetic/ethylene/glycol?

A: The current bid/contract is available on the City's website. Please go to the City Clerk's website and search Contract #33113 and 33114.

<http://citydocs.longbeach.gov/CityContracts/CustomSearch.aspx?SearchName=CityContracts>

9. Q: On the motor oil, please state the weight. Example 32, 68, etc.

A: 15/40 Weight

10. Q: What would be a typical order for motor oil, anti-wear hydraulic oil, gear lubricant multi gear, automatic transmission fluid, chassis lubricant mp lithium base, multi-purpose power steering fluid, universal tractor hydraulic fluid/oil, and anti-freeze, synthetic/ethylene/glycol? On each of these products how many gallons would you place an order for?

A:

- Motor Oil: 300 – 400 gallons
- Hydraulic Oil: 250 – 500 gallons
- Gear Lubricant: 260 – 350 gallons
- Automatic transmission Fluid: 300 – 400 gallons
- Chassis Lubricant: 2 – 3 400 lb drums

- Steering Fluid: 2-4 cases
- Coolant: 300 - 400 gallons

11.Q: Can you please provide current invoice for: motor oil, anti-wear hydraulic oil, gear lubricant multi gear, automatic transmission fluid, chassis lubricant mp lithium base, multi-purpose power steering fluid, universal tractor hydraulic fluid/oil, and anti-freeze, synthetic/ethylene/glycol?

A: See Answer to Question 8.

12.Q: Who is the incumbent?

A: See answer to Question 7.

13.Q: Can you please provide the bid tabulation for the prior award?

A: See answer to Question 8.

14.Q: Page 20 of 26, regarding invoice instructions – The City states that it requires to be billed monthly by the 7th of the following month for all purchases the previous month, yet your payment terms are noted as Net 30 on Page 4 of 26, Item 8. Monthly invoicing feasibly makes some purchases over Net 60 Terms if purchased at the beginning of the month. Carrying these extended terms could be a factor in the pricing offered to the City. Would you consider paying invoices individually as delivered, offering true Net 30 terms?

A: The City is requesting monthly summary invoices to ensure payment is processed in a timely and efficient manner. Additionally, summary billing also prevents mistakes and duplication of invoices during the payment process. These elements make summary billing a better choice for the City for this commodity.

15.Q: Page 18 of 26, Brand Names - Since no Brand Name products are listed, is it necessary to submit the products offered with all data 7 days prior to bid opening?

- a. If not, are we to upload product Specification Sheets for each product offered with submission of bid?
 - i. If so, there does not appear to be a place to upload these attachments in this solicitation – please explain how to submit.

A: It is not necessary to submit the specification sheets; however, bidders are required to state brand offered in the comments of each line item. Please use the general attachment tab to upload the bid response and related bid attachments.

16.Q: Are the CA Recycling Fee and the CA Lubes Assessment Fee to be included or excluded in the unit cost?

A:

Price quoted shall include all fees but invoices must be submitted in the following format:

- Product price per unit

- CA Recycling Fee per unit
- CA Lubes Assessment Fee per unit
- Total Price per unit

17.Q: Regarding "Motor Oil", which grade are you requesting pricing for (ex. 15w40)?

A: 15/40 is our majority usage in our application.

18.Q: For freight calculation purposes, please provide the following:

- List of delivery location addresses
- Bulk tank sizes per product, per location (if app.)
- Annual volume per product, per location
- Average delivered quantity per product, per location

A:

- All Fleet Services Deliveries come to 2600 Temple Ave.
- 15W40 – 1500 gal and 500 gal
15W40CNG – 2 250 gal
AW32 – 500 gal
80/90 &/or 80W140 300 gal
ATF – 500 gal
Anti-Freeze 500 gal
UTO 500 gal
- See ITB document page 24, 25, and 26 – Summary of Bid Items & Estimated Quantities.
- See the answer to Question 10.

19.Q: Can you please send me previous pricing/tabulations for the previous bid/contract?

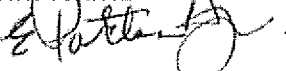
A: See Answer to Question 13.

PREPARED BY: Sokunthea Kol, Buyer I

ACKNOWLEDGED BY: PATTEN ENERGY ENTERPRISES, INC
Company Name

EZEKIEL PATTEN, JR.

Print Name



Signature

PRESIDENT/CEO

Title

2/20/17

Date

Supplier Profile

State of California Certification



Certification ID : 9733

Legal Business Name

PATTEN ENERGY ENTERPRISES INC

Doing Business As (DBA) Name1:

PATTEN ENERGY ENTERPRISES INC

Doing Business As (DBA) Name2:

Patten Energy Enterprises, Inc

Office Phone Number

310/665-9200

Business Fax Number

310/665-9201

Business Web Address

<http://www.pattenenergy.com> (<http://www.pattenenergy.com>)

Address

8939 S. Sepulveda Blvd

Ste. 220

LOS ANGELES

CA 90045

Email

zeke.patten@pattenenergy.com (<mailto:zeke.patten@pattenenergy.com>)

Total No. of Employees

18

Business Types

Non-Manufacturer

Notification Preference

Email

Service Areas

Alameda , Fresno , Imperial , Los Angeles , Orange , Riverside , Sacramento , San Bernardino , San Mateo , Solano , Ventura

[View Keywords](#)[View Classifications](#)

Active Certifications

?

Certification Type	Status	From	To
SB(Micro)	Approved	06/07/2013	08/31/2017

Certification History

?

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Company Information

Company Name: CMJ Brothers

Corporate Address:

15340 ALLEN ST

PARAMOUNT, CA, 90723-4012, United States

License Status: Active

License Number: 3007

Original License Issue Date: 18-Mar-2014

License Effective Date: 28-Jan-2015

License Expiration Date: 30- July-2017

API

Products

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

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Bid Results**Bidder Details**

Vendor Name Patten Energy Enterprises, Inc.
Address 8939 S. Sepulveda Blvd #220
 Los Angeles, CA 90045
 United States

Respondee Ezekiel Patten, Jr.
Respondee Title President
Phone 310-447-2133 Ext.
Email zeke.patten@pattenenergy.com
Vendor Type LBSBE, OSB, DBE, MBE

Bid Detail

Bid Format Electronic
Submitted February 20, 2017 6:49:52 PM (Pacific)
Delivery Method Ground/2 days
Bid Responsive
Bid Status Submitted
Confirmation # 99152
Ranking 0

Respondee Comment

Net 30, 1% Discount 20 Days

Buyer Comment**Attachments**

File Title	File Name	File Type
Complete Bid Doc	ITB FS 17-037 Petroleum Products BID.pdf	Complete Bid Doc - all pages & sections
Attachment A-F	Long Beach ITB FS 17-037 Petroleum Products.pdf	Attachment A-F

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms 1% 20 net 30							
Motor Oil							
1	Conventional; Delivered in 55 gallon drums						
	1	per gallon	6325	\$7.0900	\$44,844.2500	\$44,395.8075	Race Group Plus
2	Conventional; Bulk Delivery in 500 gallon plus lots						
	1A	per gallon	5000	\$6.7300	\$33,650.0000	\$33,313.5000	Race Group Plus
3	Conventional; 1 quart bottles; cases of 12						
	1B	per quart	168	\$2.4200	\$406.5600	\$402.4944	Race Group Plus
4	Conventional Low Ash for CNG & LNG engines; Bulk delivery in 500 gallon plus lots						
	1C	per gallon	7500	\$8.0000	\$60,000.0000	\$59,400.0000	Race Group Plus
5	Synthetic; Delivered in 55 gallon drums						
	2	per gallon	275	\$7.2800	\$2,002.0000	\$1,981.9800	Race Group Plus

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Synthetic; Bulk Delivery in 500 gallon plus lots						
	2A	per gallon	360	\$6.7800	\$2,440.8000	\$2,416.3920	Race Group Plus
7	Synthetic; 1 quart bottles; cases of 12						
	2B	per quart	1	\$2.4600	\$2.4600	\$2.4354	Race Group Plus
8	Synthetic Low Ash for CNG & LNG engines; Bulk delivery in 500 gallon plus lots						
	2C	per gallon	1	\$8.0000	\$8.0000	\$7.9200	Race Group Plus
9	Synthetic Blend; Delivered in 55 gallon drums						
	3	per gallon	1	\$5.5800	\$5.5800	\$5.5242	Race Group Plus
10	Synthetic Blend; Bulk Delivery in 500 gallon plus lots						
	3A	per gallon	1	\$5.2800	\$5.2800	\$5.2272	Race Group Plus
11	Synthetic Blend; 1 quart bottles; cases of 12						
	3B	per quart	1	\$1.7500	\$1.7500	\$1.7325	Race Group Plus
12	Synthetic Blend Low Ash for CNG & LNG engines; Bulk delivery in 500 gallon plus lots						
	3C	per gallon	1	\$8.0000	\$8.0000	\$7.9200	Race Group Plus
13	Re-refined; Delivered in 55 gallon drums						
	4	per gallon	1	\$7.0900	\$7.0900	\$7.0191	Race Group Plus
14	Re-refined; Bulk Delivery in 500 gallon plus lots						
	4A	per gallon	1	\$6.6300	\$6.6300	\$6.5637	Race Group Plus
15	Re-refined; 1 quart bottles; cases of 12						
	4B	per quart	1	\$2.2500	\$2.2500	\$2.2275	Race Group Plus
				Subtotal	\$143,390.6500	\$141,956.7435	
	Anti-Wear Hydraulic Oil						
16	AW-32 Conventional Bulk Delivery in 200 gallon plus lots						
	5	per gallon	19600	\$5.1500	\$100,940.0000	\$99,930.6000	Race Group Plus
17	AW-32 Conventional Delivered in 55 gallon drums						
	5A	per gallon	1100	\$5.1500	\$5,665.0000	\$5,608.3500	Race Group Plus
18	AW-32 Synthetic Bulk Delivery in 200 gallon plus lots						
	6	per gallon	1	\$5.7500	\$5.7500	\$5.6925	Race Group Plus
19	AW-32 Synthetic Delivered in 55 gallon drums						
	6A	per gallon	1	\$6.1000	\$6.1000	\$6.0390	Race Group Plus
20	AW-32 Re-refined Delivered in 55 gallon drums						
	7	per gallon	1	\$4.6500	\$4.6500	\$4.6035	Race Group Plus

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
21	AW-32 Re-refined Bulk Delivered in 500 gallon plus lots						
	7A	per gallon	1	\$4.4500	\$4.4500	\$4.4055	Race Group Plus
22	AW-68 Conventional Bulk Delivery in 200 gallon plus lots						
	8	per gallon	200	\$4.8500	\$970.0000	\$960.3000	Race Group Plus
23	AW-68 Conventional Delivered in 55 gallon drums						
	8A	per gallon	220	\$5.1500	\$1,133.0000	\$1,121.6700	Race Group Plus
24	AW-68 Synthetic Bulk Delivery in 200 gallon plus lots						
	9	per gallon	1	\$5.7500	\$5.7500	\$5.6925	Race Group Plus
25	AW-68 Synthetic Delivered in 55 gallon drums						
	9A	per gallon	1	\$6.1000	\$6.1000	\$6.0390	Race Group Plus
26	AW-68 Re-refined Bulk Delivery in 200 gallon plus lots						
	10	per gallon	1	\$4.4500	\$4.4500	\$4.4055	Race group Plus
27	AW-68 Re-refined Delivered in 55 gallon drums						
	10A	per gallon	1	\$4.6500	\$4.6500	\$4.6035	Race Group Plus
28	AW-150 Conventional Bulk Delivery in 200 gallon plus lots						
	11	per gallon	19600	\$5.7500	\$112,700.0000	\$111,573.0000	Race Group Plus
29	AW-150 Conventional Delivered in 55 gallon drums						
	11A	per gallon	1100	\$6.1000	\$6,710.0000	\$6,642.9000	Race Group Plus
30	AW-150 Synthetic Bulk Delivery in 200 gallon plus lots						
	12	per gallon	1	\$6.1000	\$6.1000	\$6.0390	Race Group Plus
31	AW-150 Synthetic Delivered in 55 gallon drums						
	12A	per gallon	1	\$6.7500	\$6.7500	\$6.6825	Race Group Plus
32	AW-150 Re-refined Delivered in 55 gallon drums						
	13	per gallon	1	\$5.2500	\$5.2500	\$5.1975	Race Group Plus
33	AW-150 Re-refined Bulk Delivered in 200 gallon plus lots						
	13A	per gallon	1	\$4.6500	\$4.6500	\$4.6035	Race Group Plus
				Subtotal	\$228,182.6500	\$225,900.8235	
Gear Lubricant							
34	Petroleum-Based; Multi Gear Meeting MIL_L2105C-EP, MIL- H- 5606GE and API GL5; Bulk; Delivery in 200 gallon plus lots						
	14	per gallon	9400	\$5.7500	\$54,050.0000	\$53,509.5000	Race Goup Plus
35	Petroleum Based; Multi Gear Meeting MIL_L2105C-EP, MIL- H- 5606GE and API GL5; Delivery in 55 gallon drums						
	14A	per gallon	1210	\$6.2500	\$7,562.5000	\$7,486.8750	Race Group Plus

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
36	Synthetic; Multi Gear Meeting MIL_L2105C-EP, MIL- H- 5606GE and API GL5; Bulk; Delivery in 200 gallon plus lots						
	15	per gallon	1	\$7.7500	\$7.7500	\$7.6725	Race Group Plus
37	Synthetic; Multi Gear Meeting MIL_L2105C-EP, MIL- H- 5606GE and API GL5; Delivery in 55 gallon drums						
	15A	per gallon	1	\$8.2500	\$8.2500	\$8.1675	Race Group Plus
38	Re-Refined; Multi Gear Meeting MIL_L2105C-EP, MIL- H- 5606GE and API GL5; Bulk; Delivery in 200 gallon plus lots						
	16	per gallon	1	\$7.2500	\$7.2500	\$7.1775	Race Group Plus
39	Re-Refined; Multi Gear Meeting MIL_L2105C-EP, MIL- H- 5606GE and API GL5; Delivery in 55 gallon drums						
	16A	per gallon	1	\$7.7500	\$7.7500	\$7.6725	Race Group Plus
				Subtotal	\$61,643.5000	\$61,027.0650	
Automatic Transmission Fluid							
40	Conventional; Dexron-II or Type F or MP with GM "D" Number Approval; Bulk; Delivery in 400 gallon plus lots						
	17	per gallon	3000	\$5.2500	\$15,750.0000	\$15,592.5000	Race Group Plus
41	Conventional; Dexron-II or Type F or MP with GM "D" Number Approval; Delivered in 55 gallon drums						
	17A	per gallon	550	\$5.7500	\$3,162.5000	\$3,130.8750	Race Group Plus
42	Synthetic; Dexron-II or Type F or MP with GM "D" Number Approval; Bulk; Delivered in 400 gallon plus lots						
	18	per gallon	1	\$7.8000	\$7.8000	\$7.7220	Race Group Plus
43	Synthetic; Dexron-II or Type F or MP with GM "D" Number Approval; Delivered in 55 gallon drums						
	18A	per gallon	1	\$7.5500	\$7.5500	\$7.4745	Race Group Plus
44	Re-refined; Dexron-II or Type F or MP with GM "D" Number Approval; Bulk; Delivered in 400 gallon plus lots						
	19	per gallon	1	\$5.2500	\$5.2500	\$5.1975	Race Group Plus
45	Re-refined; Dexron-II or Type F or MP with GM "D" Number Approval; Bulk; Delivered in 55 gallon drums						
	19A	per gallon	1	\$5.7500	\$5.7500	\$5.6925	Race Group Plus
				Subtotal	\$18,938.8500	\$18,749.4615	
Chassis Lubricant							
46	Chassis Lubricant MP Lithium Base (min) 3% Moly; Delivered in 120 lb drums						
	20	per pound	1920	\$1.8000	\$3,456.0000	\$3,421.4400	Race Group Plus
				Subtotal	\$3,456.0000	\$3,421.4400	
Multi-Purpose Power Steering Fluid							
47	Multipurpose Power Steering Fluid; for use in ALL General Motors (GM), Ford, Chrysler, Honda, Nissan, and Toyota; 1 quart bottles delivered by the case of at least 12 each						
	21	per quart	250	\$2.6700	\$667.5000	\$660.8250	Race Group Plus
				Subtotal	\$667.5000	\$660.8250	
Universal Tractor Hydraulic Fluid/Oil							
48	Tractor hydraulic fluid/oil; Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products; Bulk Delivery in 200 gallon plus lots						
	22	per gallon	1605	\$4.7500	\$7,623.7500	\$7,547.5125	Race Group Plus

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
49	Tractor hydraulic fluid/oil; Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products; Delivered in 15 gallon containers						
	22A	per gallon	1605	\$4.7500	\$7,623.7500	\$7,547.5125	Race Group Plus
50	Tractor hydraulic fluid/oil; Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products; Delivered in 55 gallon containers						
	22B	per gallon	1650	\$5.2500	\$8,662.5000	\$8,575.8750	Race Group Plus
51	Re-refined tractor hydraulic fluid/oil; Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products; Bulk Delivery in 200 gallon plus lots						
	23	per gallon	1	\$4.7500	\$4.7500	\$4.7025	Race Group Plus
52	Re-refined tractor hydraulic fluid/oil; Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products; Delivered in 15 gallon containers						
	23A	per gallon	1	\$4.7500	\$4.7500	\$4.7025	Race Group Plus
53	Re-refined tractor hydraulic fluid/oil; Must be certified for use in transmissions, final drives and wet brakes in Case, Caterpillar, John Deere and Elgin products; Delivered in 55 gallon containers						
	23B	per gallon	1	\$4.7500	\$4.7500	\$4.7025	Race Group Plus
				Subtotal	\$23,924.2500	\$23,685.0075	
Anti-Freeze							
54	Synthetic/Ethylene/Glycol Base with rust inhibitors; Mixed summer/winter; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture; Bulk Delivery in 400 gallon plus lots						
	24	per gallon	4400	\$3.7500	\$16,500.0000	\$16,335.0000	Race Group Plus
55	Synthetic/Ethylene/Glycol Base with rust inhibitors; Mixed summer/winter; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture; Delivered in 55 gallon drums						
	24A	per gallon	3960	\$4.1000	\$16,236.0000	\$16,073.6400	Race Group Plus
56	Synthetic/Ethylene/Glycol Base with rust inhibitors; Mixed summer/winter; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacture; Delivered in case lots of 1 gallon containers						
	24B	per gallon	500	\$5.3300	\$2,665.0000	\$2,638.3500	Race Group Plus
57	Recycled Anti-freeze; shall be certified for use in ALL GM, Ford, Chrysler, Honda, Nissan, Toyota, International and Allison products by the lubricant manufacturer; Bulk Delivery in 400 gallon plus lots						
	25	per gallon	1	\$3.7500	\$3.7500	\$3.7125	Race Group Plus
				Subtotal	\$35,404.7500	\$35,050.7025	
Year Two Price Increase							
58	Price increase shall not exceed percentage during the second year. Vendor must enter percentage at the Unit Price (5% would be entered as .05, 10% would be entered as .10, etc.)						
	YEAR2	percentage	1	\$0.1000	\$0.1000	\$0.0990	Race Group Plus
				Subtotal	\$0.1000	\$0.0990	
Contract Extension Option							
59	Percentage increase during first extension period. Vendor must enter percentage at the Unit Price (5% would be entered as .05, 10% would be entered as .10, etc.)						
	First Renewal	percentage	1	\$0.1000	\$0.1000	\$0.0990	10%

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
60	Percentage increase during second extension period. Vendor must enter percentage at the Unit Price (5% would be entered as .05, 10% would be entered as .10, etc.)						
	Second Renewal	percentage	1	\$0.1000	\$0.1000	\$0.0990	10%
				Subtotal	\$0.2000	\$0.1980	
				Total	\$515,608.4500	\$510,452.3655	