

BID NUMBER PA-00909

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



INVITATION TO BID

PETROLEUM PRODUCTS

CONTRACT NO. 31091

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: RANCHO DOMINGUEZ CA ON THE 26TH DAY OF DECEMBER, 20 08
CITY STATE MONTH

COMPANY NAME: GENERAL PETROLEUM TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1501 S. GUTATE AV. CITY: RANCHO DOMINGUEZ STATE: CA ZIP: 90221

PHONE: 310 356 2600 FAX: 310 356 2624

SI [Signature] (SIGNATURE) SR. V.P. Sales (TITLE)

Anthony Mendez (PRINT NAME) [Signature] (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) Sr. VP Maritime (TITLE)

Chuck McDaniel (PRINT NAME) [Signature] (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

4-20-09
Date

APPROVED AS TO FORM

4-16, 20 09
ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
Deputy

Rev 08/11/08

BID NUMBER PA-00909

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation ☒ State of CA
Partnership ☐ State of _____
General ☐ Limited ☐
Joint Venture ☐
Individual ☐ DBA _____
Limited Liability Company ☐ State of _____

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

OPTIONAL

Ethnic (Check one):

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

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

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

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

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

☐ Yes ☒ No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY
CONTACTING 562-570-6362.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☐ 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.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

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

DESCRIPTION OF ATTACHED DOCUMENT

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.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

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.

11. 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.

12. 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.

13. 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.

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

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

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

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

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

Company Name: N/A

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	<input checked="" type="checkbox"/>

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

15. 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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: DECEMBER 30, 2008

TIME: 2:00 PM

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

<u>MICHELLE KING</u>	<u>562-570-6020</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>MICHELLE KING</u>	<u>562-570-6020</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

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

YES



NO

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

18. 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.

CONTRACT – GENERAL CONDITIONS

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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 Rosie Bouquin at 562-570-7079 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. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:**

- A. 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.
- B. 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.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

SPECIAL CONDITIONS

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

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

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.

- D. 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.
- E. 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.

SPECIAL CONDITIONS

CONTRACT PERIOD: Twelve months from date of award or from the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional one year periods 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.

DELIVERY (SPECIAL) SCHEDULE: Delivery shall be made within two (2) business days after receipt of order. Delivery time may be a factor in award.

SHIPPING (SPECIAL) INSTRUCTIONS: Prices quoted 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 representatives. The City reserves the right to add additional locations during the term of the contract.

BILLING INSTRUCTIONS: Upon delivery of the product, an invoice or packing slip including unit price, quantity and description of product shall be provided.

SUPPLEMENTAL CONDITIONS:

TAXES: Prices quoted shall exclude all applicable taxes. All applicable taxes shall be added to invoices by Contractor at the time of payment. The City is exempt from Federal Excise Tax and will furnish a Federal Excise Tax Exemption Certificate to Contractor if required.

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

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.

TESTS: Representative samples may be taken from each delivery and tested for compliance with specifications. Testing cost shall be paid by the City for samples that comply. If samples do not comply with requirements, the Contractor shall pay the expense of testing and delivery will be rejected. The Contractor 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 to Contractor's regularly established office.

SPECIAL CONDITIONS

MISCELLANEOUS ITEMS: Miscellaneous items not listed herein may be purchased from Contractor in an amount not to exceed \$1,000.00 per order.

AWARD:

- A. Items shall be evaluated upon, but not limited to, specification compliance, availability, pricing, ease of use and warranty considerations.
- B. The City of Long Beach shall purchase lubricating oil and industrial oil from the bidder whose oil product contains the greater percentage of **rerefined** oil, if the availability, fitness, quality and price of the recycled oil product is otherwise equal to, or better than, virgin oil products.
- C. The City of Long Beach reserves the option to make two awards, one for **rerefined** oil and specialized products, and one for a virgin oil product.

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

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.

FAILURE TO SUPPLY THESE DOCUMENTS MAY SERIOUSLY DELAY PAYMENT OF INVOICE.

SPECIFICATIONS

MOTOR OIL: The intent of this specification is to obtain oil of a single type to suit the requirements of the entire fleet of vehicles from sub-compact thru heavy-duty highway and off-road equipment, using gasoline and diesel 4 cycle engines. Product must meet OEM specifications.

Viscosity: 20W/20, 5W-30, 10W-30, 10W-40, 15W-40 and 20W-50 for specialized units.

Sulphated ash limit: ASTM D-874. The sulphated ash content of the lubricant shall not exceed 1.000% by weight, except lubricants that contain only barium detergent - dispersant salts where 1.5% by weight is allowed. Lubricants having a sulphated ash content between 0.55% and 0.85% by weight are preferred.

Zinc Content: Zinc Diorganodithiophosphate. The zinc content of the lubricant shall be a minimum of 0.07% by weight.

Performance Level: API letter code classification shall be no less than SL for gasoline engines, and CE, CI4, CH4, CG4 and CF4 for diesel engines. All oils shall not contain any used, re-refined or line-washed oil products, except where re-refined or recycled products are requested. All oils and products shall be new product unless requested.

CNG/LNG MOTOR OIL

Mobile DCEO, or approved equal, 15W40 low-ash motor oil for use in CNG and LNG vehicles. Oil must be approved for use in CNG and LNG engines.

REQUIREMENTS FOR RECYCLED PETROLEUM PRODUCTS BID

- A. **DEFINITIONS:** For the purpose of this bid the following definitions shall apply.
1. **"Re-refined Oils"** - used oils from which the physical and chemical contaminants acquired through previous use have been removed through a refining process.
- B. Recycled products offered shall be certified American Petroleum Institute (API) re-refined oils, lubricants and greases. Contractor and Sub-Contractor, if any, shall be licensed re-refined lubricant producers. Contractor shall provide a copy of the API listing letter with its bid.

BID SECTION

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION CITY OF LONG BEACH.**

SALES TAX: UNIT AND EXTENSION PRICES STATED HEREIN ARE **NOT** TO INCLUDE SALES TAX.

SUMMARY OF BID ITEMS SECTION 'A' (VIRGIN OIL PRODUCTS)

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit of Measure</u>
01	MOTOR OIL – 15W-40 RPM		
01A	Bulk delivered in 500 gallon plus lots	\$ <u>6.74</u>	gallon
01B	Delivered in 55 gallon drums	\$ <u>7.24</u>	gallon
01C	Delivered in case lot, 1 qt cans	\$ <u>2.25 *</u>	quart
	Brand offered: <u>CHEVRON URSAL SUPER PLUS</u>	(11.00 GL) DELV 100 *	
02	ANTI-WEAR HYDRAULIC OIL AW32		
02A	Bulk delivered in 500 gallon plus lots	\$ <u>5.64</u>	gallon
02B	Delivered in 55 gallon drums	\$ <u>6.14</u>	gallon
	Brand offered: <u>CHEVRON RANDO HD 32</u>		
03	GEAR LUBRICANT MULTI GEAR MEETING MIL-L-2105C-EP AND API GL5		
03A	Bulk delivered in 250 gallon plus lots	\$ <u>1.09</u>	LB.
	Brand and grade: <u>CHEVRON UNIVERSAL GEAR</u>		(7.275 L.)
04	AUTOMATIC TRANSMISSION FLUID DEXRON-II OR TYPE F OR MP WITH GM "D" NUMBER APPROVAL (This shall be certified for use in GM, Ford, and Chrysler products by the lubricant manufacturer).		
04A	Bulk delivered in 500 gallon plus lots	\$ <u>6.54</u>	gallon
04B	Delivered in 55 gallon drums	\$ <u>7.04</u>	gallon
	Brand and grade: <u>CHEVRON MD ATF</u>		
05	CHASSIS LUBRICANT MP LITHIUM BASE WITH AT LEAST 3% MOLY		
05A	Delivered in 55 gallon drums (400 LB)	\$ <u>1.945</u>	LB.
	Brand and grade: <u>CHEVRON MOLY GREASE EP2</u>		

Alternate

BID SECTION
SECTION B - (VIRGIN OIL PRODUCTS)

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit of Measure</u>
06	MULTI PURPOSE POWER STEERING FLUID, GM, FORD AND/C CHRYSLER APPROVED		
06A	Delivered in case lot, 1 quart cans	\$ <u>1.94</u>	quart
	Brand and grade: <u>JOHNSONS POWER STEERING FL.</u>		
07	UNIVERSAL TRACTOR HYDRAULIC TRACTOR FLUID		
07A	Bulk delivered in 500 gallon plus lots	\$ <u>7.34</u>	gallon
07B	Delivered in 55 gallon containers	\$ <u>7.84</u>	gallon
	Must be certified for use in transmission and final drives with wet brakes; Case, John Deere, and Caterpillar.		
	Brand and grade: <u>CHEVRON TME 1000</u>		
08	ANTI-FREEZE, ETHYLENE/GLYCOL BASE WITH RUST INHIBITORS, SUMMER/WINTER PROTECTION		
08A	Delivered in 55 gallon drums	\$ <u>6.54</u>	gallon
08B	Delivered in case lots, 1 gallon containers	\$ <u>6.84</u>	gallon
	Brand offered: <u>SHELL SHELLZONE</u>		
09	CNG/LNG MOTOR OIL		
09A	Bulk delivered in 500 gallon plus lots	\$ <u>8.79</u>	gallon
09B	Delivered in 55 gallon drums	\$ <u>9.29</u>	gallon
	Brand offered: <u>CHEVRON RPM GAS ENGINE OIL 15/40</u>		
10	Synthetic Transmission Fluid – Betalube or approved equal		
10A	Delivered in 55 gallon drums	\$ <u>24.54</u>	gallon
	Brand offered: <u>CHEVRON SYNTHETIC ATF HD</u>		

State minimum order for bid prices to apply: 500 GL. BULK / 3-55 GL DRUMS

DRUMS. Delivery to be by Steel Drums. If deposit is required for returnable drums, state deposit required.

Deposit on Drums, 55 gallons	<u>25.00</u>	EA
Deposit on Drums, all others	<u>0</u>	EA

All undamaged drums on which deposit is paid shall be returned to Contractor via his conveyance for full credit, F.O.B. various City warehouses.

DELIVERY: 17002 days after receipt of order. (If time shown is more than two calendar days after receipt of order, the bid may be rejected).

BID SECTION
SECTION 'B' (RE-REFINED PRODUCTS)

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit of Measure</u>
06	MULTI PURPOSE POWER STEERING FLUID, GM, FORD AND/C CHRYSLER APPROVED		
06A	Delivered in case lot, 1 quart cans	\$ <u>N/A</u>	quart
	Brand and grade: <u>RE-REFINED NOT AVAILABLE</u>		
07	UNIVERSAL TRACTOR HYDRAULIC TRACTOR FLUID		
07A	Bulk delivered in 500 gallon plus lots	\$ <u>654</u>	gallon
07B	Delivered in 55 gallon containers	\$ <u>704</u>	gallon
	Must be certified for use in transmission and final drives with wet brakes; Case, John Deere, and Caterpillar.		
	Brand and grade: <u>GP REO TRACTOR HYD. FL</u>		
08	ANTI-FREEZE, ETHYLENE/GLYCOL BASE WITH RUST INHIBITORS, SUMMER/WINTER PROTECTION		
08A	Delivered in 55 gallon drums	\$ <u>584</u>	gallon
08B	Delivered in case lots, 1 gallon containers	\$ <u>614</u>	gallon
	Brand offered: <u>TRINITY ANTI-FREEZE-N-24</u>		
09	CNG/LNG MOTOR OIL		
09A	Bulk delivered in 500 gallon plus lots	\$ <u>N/A</u>	gallon
09B	Delivered in 55 gallon drums	\$ <u>N/A</u>	gallon
	Brand offered: <u>RE-REFINED NOT AVAILABLE</u>		
10	Synthetic Transmission Fluid – Betalube or approved equal		
10A	Delivered in 55 gallon drums	\$ <u>N/A</u>	gallon
	Brand offered: <u>RE-REFINED NOT AVAILABLE</u>		

State minimum order for bid prices to apply: 500 GL. BULK / 3-55 GL DRUMS

DRUMS. Delivery to be by Steel Drums. If deposit is required for returnable drums, state deposit required.

Deposit on Drums, 55 gallons	<u>2500</u>	EA
Deposit on Drums, all others	<u>-0-</u>	EA

All undamaged drums on which deposit is paid shall be returned to Contractor via his conveyance for full credit, F.O.B. various City warehouses.

DELIVERY: 1702 days after receipt of order. (If time shown is more than two calendar days after receipt of order, the bid may be rejected).

BID SECTION
SECTION 'B' (RE-REFINED PRODUCTS)

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit of Measure</u>
11	MOTOR OIL – 15W-40 RPM		
11A	Bulk delivered in 500 gallon plus lots	\$ <u>5.84</u>	gallon
11B	Delivered in 55 gallon drums	\$ <u>6.34</u>	gallon
11C	Delivered in case lot, 1 qt cans	\$ <u>N/A</u>	gallon

Brand offered: GP REO HD ENGINE

12	ANTI-WEAR HYDRAULIC OIL AW32		
12A	Bulk delivered in 500 gallon plus lots	\$ <u>4.34</u>	gallon
12B	Delivered in 55 gallon drums	\$ <u>4.84</u>	gallon

Brand offered: GP REO HYDRAULIC

13	GEAR LUBRICANT MULTI GEAR MEETING MIL-L-2105C-EP AND API GL5		
13A	Bulk delivered in 250 gallon plus lots	\$ <u>N/A</u>	gallon

Brand and grade: RE-REFINED NOT AVAILABLE

14	AUTOMATIC TRANSMISSION FLUID DEXRON-II OR TYPE F OR MP WITH GM "D" NUMBER APPROVAL. (This shall be certified for use in GM, Ford, and Chrysler products by the lubricant manufacturer).		
14A	Bulk delivered in 500 gallon plus lots	\$ <u>4.89</u>	gallon
14B	Delivered in 55 gallon drums	\$ <u>5.39</u>	gallon

Brand and grade: GP REO MD ATF

15	MULTI PURPOSE POWER STEERING FLUID, GM, FORD AND/OR CHRYSLER APPROVED		
15A	Delivered in case lot, 1 quart cans	\$ <u>N/A</u>	quart

Brand and grade: RE-REFINED NOT AVAILABLE

State minimum order for bid prices to apply: 500 GL. BULK / 3-55 GL. DRUMS

DRUMS. Delivery to be by Steel Drums. If deposit is required for returnable drums, state deposit required.

Deposit on Drums, 55 gallons	\$ <u>25⁰⁰</u>	EA
Deposit on Drums, all others	\$ <u>0</u>	EA

All undamaged drums on which deposit is paid shall be returned to Contractor via his conveyance for full credit, F.O.B. various City warehouses.

DELIVERY: 1002 days after receipt of order. (If time shown is more than **two** calendar days after receipt of order, the bid may be rejected).

PAYMENT TERMS: NET 30

First renewal option shall not exceed % 10

Second renewal option shall not exceed % 10