

BID NUMBER ITB FS 17-019

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



INVITATION TO BID

PETROLEUM FUELS

CONTRACT NO. 34597

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: Paramount CA ON THE 21st DAY OF February, 20 17.
CITY STATE MONTH

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

STREET ADDRESS: 7300 ALONDRA BLVD CITY: PARAMOUNT STATE: CA ZIP: 90723

PHONE: 562 272 4226 FAX: 562 272 4232

S/ Robert L. Phair Jr. PRESIDENT
(SIGNATURE) (TITLE)

ROBERT L. PHAIR JR. robphaire2@gmail.com
(PRINT NAME) (EMAIL ADDRESS)

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

Miranda B. Phair randaphair@gmail.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

April 27, 20 17.
CHARLES PARKIN
CITY ATTORNEY
[Signature] Deputy

BID NUMBER ITB FS 17-019

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation ☒

Partnership ☐

General ☐

Limited ☐

Joint Venture ☐

Individual ☐

DBA ☐

State of CA

State of _____

Limited Liability Company ☐

State of N/A

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

OPTIONAL

Ethnic (Check one):

☐ Black

☐ Asian

☐ Other Non-white

☐ Hispanic

☐ American Indian

☐ Caucasian

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

☐ Male

☐ Yes - Physically Challenged

☐ Under 65

☐ Female

☐ No - Physically Challenged

☐ Over 65

Is the firm certified as a Disadvantaged Business: ☐ Yes

☐ No

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

☐ Yes

☐ No

Name of certifying agency: N/A

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

- 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.**

ACKNOWLEDGMENT

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

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

not applicable

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(ies) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: N/A

Address: N/A

Commodity/Service Provided: MA

Circle appropriate designation: MBE WBE

PETROLEUM FUELS

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: \$

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:

CITY OF LONG BEACH

CITY CLERK – ATTN: Sokunthea Kol (Soey)

333 W OCEAN BLVD/PLAZA LEVEL

LONG BEACH CA 90802

BID DUE DATE: January 24, 2017

TIME: 11:00 am

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

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

17. BID OPENING PROCEDURES:

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

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

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

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

18. INTER-AGENCY PARTICIPATION:

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

YES X NO

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

*upon credit approval and
logistics of location per Falcon
Fuels Inc. RZ*

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

PROJECT OVERVIEW

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

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

BID TIMELINE – All times are Pacific Time

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

MANDATORY PRE-BID CONFERENCE/SITE VISIT

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

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

MANDATORY PRE-BID CONFERENCE SCHEDULE

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

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

MANDATORY SITE INSPECTIONS

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

BID 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.

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

METHOD OF SUBMISSION:

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

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

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

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

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

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

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

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

BID NUMBER ITB FS 17-019

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

ITB FS 17-019 Petroleum Fuels

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

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

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

REFERENCES

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

AWARD

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

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

BID NUMBER ITB FS 17-019

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

AMERICANS WITH DISABILITIES ACT

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

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

COMPLIANCE WITH DAVIS-BACON ACT

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

COPYRIGHT

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

PATENT RIGHTS

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

BID NUMBER ITB FS 17-019**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 (48 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).

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

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

PUBLIC RECORDS REQUESTS

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

CONTRACT PERIOD

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

RENEWALS

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

PRICING

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

CONTRACT ENFORCEMENT

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

FUTURE AMENDMENTS

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

INSURANCE

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

VALIDITY

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

COMPLIANCE WITH LAWS

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

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

CONFLICT OF INTEREST

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

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

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

CONTRACTOR'S EMPLOYEES

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

VENDOR CONTACT INFORMATION

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

Contact Name:

Carli Chavez

Contact Direct Phone:

562-272-4226 ext. 22

Contact Fax:

562-272-4232

Contact E-mail:

marketing@kalamazooinc.com

SPECIFICATIONS

GENERAL

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

DELIVERY REQUIREMENTS

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

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

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

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

FUEL DELIVERY LOCATIONS

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

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

EMERGENCIES

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

WARRANTIES

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

SPECIFICATIONS

TEST REPORTS

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

TEMPERATURE CORRECTION

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

METHOD OF BILLING

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

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

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

INVOICING

All invoices shall contain at least the following:

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

SPECIFICATIONS

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

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

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

Payment Terms: Net OMN OMN% discount in OMN days.

TAXES

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

BRAND

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

REGULATIONS

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

AIR RESOURCES REQUIREMENT

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

SPECIFICATIONS

MISCELLANEOUS ITEMS

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

FINANCIAL

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

EXCUSABLE DELAYS

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

PLANT SITE

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

Yes _____ No X

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

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

Address of facility: _____ N/A

Contact name and number: _____ N/A

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

MATERIAL SAFETY DATA SHEET

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

SPECIFICATIONS

SOURCE GUARANTEE

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

GASOLINE

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

DIESEL

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

JET "A" FUEL

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

ALTERNATIVE FUELS

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

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

SPECIFICATIONS

PRICING AND PRICE ADJUSTMENT

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

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

For the base price of the renewable diesel, the City will use the daily (10:00am) contract average price quoted for B5 in the OPIS for product description OPIS GROSS WHOLESALE B0-5 SME BIODIESEL prices with CAR cost. If the OPIS publication is modified, the City reserves the right to re-establish the base price calculation method or cancel all or part of the contract without prejudice against any party to the contract.

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

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

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

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

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

COMPLIANCE

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

Appendix A

CURRENT DELIVERY LOCATIONS

CURRENT DELIVERY LOCATIONS

STATION NUMBER	ADDRESS	TANK TRAILER (TT)/TANK WAGON (TW)	PRODUCT	TANK SIZE
11	Fire Station #11 160 E Market St	TW TW	UL DSL	4,000 2000
12	Fire Station #12 6509 Gundry Ave	TT	UL DSL	2,000 2,000
13	Fire Station #13 2485 Adriatic Ave	TW	DSL	1,000
14	Fire Station #14 5200 Eliot St	TT TT	UL DSL	12,000 12000
16	Fire Station #16 2890 E. Wardlow Rd	TW	DSL	1,000
HELI	Heliport 3501 Lakewood Blvd	TW	Jet "A"	143
34	Police Department 400 W Broadway	TT TT	UNL DSL Premium	15,000 6000 15,000
35	Police Department 4891 N. Atlantic	TT TT	UNL DLS	10,000 2,000
38	Long Beach Gas & Oil 2400 E Spring St	TT TW	UL DSL	20,000 20,000
39	Police Department West Division 1839 Santa Fe Ave	TT	UL	15,000
59	Fire Training 2249 Argonne Ave	TW TT	UL DSL	5,000 20,000
WD2	Water Department 1800 Wardlow Rd	TT TT	UL DSL	15,000 10,000
WD1	Water Treatment Plant 2950 Redondo	TW	DSL	8,000
HMNT	Harbor Maintenance Yard 725 Harbor Plaza Generator and fuel site	TT TT TT TT	UNL UNL DSL Dyed D	6,000 6,000 3,000 8,000
ECOC	Emergency Com. Center 2990 Redondo Ave.	TT	DSL	10,000

ATTACHMENT A

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

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.

Tulcan Fuels Inc.

Business/Contractor/Agency

Robert L. Pharr Jr.

Name of Authorized Representative

President

Title of Authorized Representative

Robert L. Pharr Jr.

Signature of Authorized Representative

11/11/2017

Date

r21411

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200***

ATTACHMENT B
REFERENCE LIST



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

"Confidential"

Reference Information Form

Client/Contractor Name City of Burbank: Glendale
Project Manager/Contact Name Raul Herman E-mail Rherman@burbank.ca.gov Ph. No. (818) 238-5466
Address 353 E. Olive Avenue, Burbank CA. 91502
Project Description fuel delivery 500+8800 gallons
Project Dates (Start and End) 2003-2016 Contract Term(s) net 30 Contract Amount \$5,436,746.89

Client/Contractor Name Denelle Scott - State of California
Project Manager/Contact Name Denelle Scott E-mail denelle.scott@calstate.ca.gov Ph. No. 916-375-4442
Address 707 Third Street 2nd Floor, West Sacramento CA. 95605
Project Description fuel delivery
Project Dates (Start and End) 2013 present Contract Term(s) net 30 Contract Amount \$1,060,000.00

Client/Contractor Name Janet Welde - City of Norwalk Transportation
Project Manager/Contact Name Janet Welde E-mail jwelde@norwalk-ca.gov Ph. No. 562-929-5502
Address 12050 Imperial Hwy 3rd Floor
Project Description fuel delivery 1000
Project Dates (Start and End) 2016-2019 Contract Term(s) net 30 days Contract Amount \$960,000.

Client/Contractor Name Marty D. Pratt
Project Manager/Contact Name DLA - Energy E-mail marty.pratt@dlamit Ph. No. 703-767-9525
Address 8725 John Kingman Rd. Ste. 4950
Project Description fuel delivery 500+8800
Project Dates (Start and End) 2016-Present Contract Term(s) net 30 Contract Amount \$554,586.11 pending

Client/Contractor Name City of Pasadena
Project Manager/Contact Name James Bailer E-mail _____ Ph. No. (626)-741-675
Address 100 North Garfield Ave. Pasadena CA. 91109
Project Description fuel delivery 500+8800
Project Dates (Start and End) 2003-2023 Contract Term(s) net 30 Contract Amount \$10,872,000.00

"Confidential"

ATTACHMENT C

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

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Falcon Fuels Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <u>one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 7300 Alondra Blvd. Suite 204	Requester's name and address (optional)
	6 City, state, and ZIP code Van Nuys CA 91411	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ Michele Blum	Date ▶ 1/30/17
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ffw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

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: Carolina Chavez Title: Contract Specialist
Signature: [Signature] Date: 1/9/2017
Business Entity Name: Falcon Fuels Inc.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Fulcrum Fels Inc. Federal Tax ID No. [REDACTED]
Address: 7380 Alondra Blvd. Suite 204
City: Lawrenceville State: GA ZIP: 30043
Contact Person: Carolyn Chavel Telephone: 502-272-4224
Email: marckmy@fulcrumfelsinc.com Fax: 502-272-4232

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- N/A By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- N/A At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

NA

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 NA 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 11th day of January, 2d 7, at Panama, CA.

Name Carmen Chavez

Signature [Signature]

Title Contract Specialist

Federal Tax ID No. [Redacted]

ATTACHMENT E
INSURANCE REQUIREMENT



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

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability as specified herein or in accordance with City Administrative Regulation (AR) 8-27 (whichever is more recent) 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.

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus 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, the following:
 - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude coverage for sudden and accidental pollution incidents.
 - 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 their officials, employees, and agents.
 - Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 and, as applicable, not excluding coverage for a vehicle operating airside in an amount not less than Five Million Dollars (US \$5,000,000) combined single limit (CSL) per accident for bodily injury, property damage, and sudden and accidental pollution liability covering Symbol 1 ("Any Auto").



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

- 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. All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- 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. 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 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



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

obligations contained in this Agreement, 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 Agreement (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 the indemnification shall survive the expiration or termination of this 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.

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

Printed Name:

Carolina Chavez

Title:

Contract Specialist

Signature:

[Handwritten Signature]

Date:

2/16/2017

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<http://kepler.sos.ca.gov/>

The screenshot shows the homepage of the California Secretary of State's website, specifically the Business Search section. The browser window displays the URL <http://kepler.sos.ca.gov/>. The page features a navigation bar with links to various services, including SBA Size Table, SAM, simpler-financials (TEST), New Planetbids, Login User, Bid Info, Council, EZ FAMIS, and OD. The main header includes the California Secretary of State's name, Alex Padilla, and a tagline: "All people Liberty Speech without discrimination". Below the header, there is a sidebar with links to Business Entities (BE), Online Services, Main Page, Service Options, Name Availability, Forms, Samples & Fees, Statements of Information, Filing Tips, Information Requests, Service of Process, FAQs, Contact Information, Resources, and Customer Alerts. The main content area is titled "Business Search" and contains a detailed description of the search tool, which provides access to domestic stock, domestic nonprofit, and qualified foreign corporations, limited liability company, and limited partnership information. It also includes a "To conduct a search:" section with instructions on how to use the search tool, a "Search Type:" section with radio buttons for Corporation Name, Limited Liability Company/Limited Partnership Name, and Entity Number, and an "Entity Names:" section with a text input field and a "Search" button. A disclaimer at the bottom states that the tool allows users to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit, and qualified foreign corporations, limited liability companies, and limited partnerships that have filed with this office. The page also includes a "Privacy Statement | Free Document Readers" link and a copyright notice for 2016.

Business Search

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

☒ Corporation Name ☐ Limited Liability Company/Limited Partnership Name ☐ Entity Number

Entity Names:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in this database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

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

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, December 21, 2016. 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. Not all images are available online.

C1571827 FALCON FUELS, INC.

Registration Date:	01/04/1991
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	ROBERT LYNN PHAIR, JR. 7300 ALONDRA BLVD STE 204 PARAMOUNT CA 90723
Entity Address:	7300 ALONDRA BLVD STE 204 PARAMOUNT CA 90723
Entity Mailing Address:	7300 ALONDRA BLVD STE 204 PARAMOUNT CA 90723

A Statement of Information is due EVERY year beginning five months before and through the end of January.

Document Type	File Date	PDF
SI-NO CHANGE	12/16/2015	
SI-COMPLETE	04/10/2007	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image of a Statement of Information is not available online, for information on ordering a copy of that statement refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search such as a filing that is not a Statement of Information or filings for other types of business entities, or to request a more extensive search for records, 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](#).

[Modify Search](#)
[New Search](#)
[Back to Search Results](#)

FALCON FUELS, INC.
P.O. Box 347
Paramount, CA 90723



SAFETY DATA SHEET

AltAir Paramount Diesel Fuel Oil

Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, and European Union REACH Regulations

SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: **AltAir Paramount Diesel Fuel Oil**
PRODUCT CODES: Various
PRODUCT GRADES: Low Sulfur CARB Equiv Diesel PPC-3, CARB Ultra Low Sulfur Diesel, EPA Ultra Low Sulfur Diesel, Renewable Diesel, Green Diesel, F-76
SUPPLIER/MANUFACTURER'S NAME: **AltAir Paramount LLC**
ADDRESS: 14700 Downey Ave., Paramount, CA 90723 USA
EMERGENCY PHONE: **TOLL-FREE in USA/Canada**
BUSINESS PHONE: 562-748-4711 (Product Information)
DATE OF PREPARATION: August 8, 2007
DATE OF LAST REVISION: January 4, 2016

SECTION 2 - HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: This product is a bright and clear liquid with a petroleum odor.
HEALTH HAZARDS: Cancer hazard. Causes eye, skin and respiratory irritation. Aspiration hazard if swallowed. Can enter lungs and cause damage.
FLAMMABILITY: This product is a combustible product with a flash point of 110 - 150°F.
ENVIRONMENTAL EFFECTS: The Environmental effects of this product have not been investigated. This material is expected to have adverse effects to aquatic organisms.

US DOT SYMBOLS



CANADA (WHMIS) SYMBOLS



EUROPEAN and (GHS) Hazard Symbols



Signal Word: **Danger!**

GHS LABELING AND CLASSIFICATION:

CLASSIFICATION OF SUBSTANCE OR MIXTURE IN ACCORDANCE WITH 29 CFR 1200 (OSHA HCS) AND THE EUROPEAN UNION DIRECTIVES:

This product does meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910. 1200 AND the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.

INGREDIENTS DETERMINING HAZARDS: (Substances not listed either individually or in group entries must be self classified)

Diesel Fuel

EC# 270-676-1 Annex 1 Index# 649-227-00-2

GHS Hazard Classification(s):

Carcinogen Category 2

Aspiration Toxicity Category 2

Hazard Statement(s):

H304: May be fatal if swallowed and enters the airways

H320: Causes eye irritation

H335: May cause respiratory irritation

Precautionary Statement(s):

P260: Do not breathe dust/fume/gas/mist/vapors/spray

P264: Wash hands thoroughly after handling

P280: Wear protective gloves/protective clothing/eye protection/face protection

HEALTH HAZARDS OR RISKS FROM EXPOSURE:

ACUTE:

INHALATION: Negligible unless heated to produce vapors. Vapors or finely misted materials may irritate the mucous membranes and cause irritation, dizziness, and nausea.

EYE CONTACT: May cause eye irritation with tearing, redness or stinging. High vapor concentrations may cause irritation.

SKIN CONTACT: Prolonged or repeated contact is not likely to cause significant skin irritation.

SAFETY DATA SHEET

AltAir Paramount Diesel Fuel Oil

INGESTION: Harmful if swallowed - may enter lungs if swallowed or vomited.

CHRONIC:

Secondary effects of ingestion and subsequent aspiration into the lungs may cause pneumatocele (lung cavity) formation and chronic lung dysfunction.

TARGET ORGANS:

ACUTE: Eye, Respiratory System

CHRONIC: Respiratory System

SECTION 3 - COMPOSITION and INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:	CAS #	EINECS #	ICSC #	WT %	HAZARD CLASSIFICATION; RISK PHRASES
Diesel Fuel No.2	68476-34-6	270-676-1	1561	100%	HAZARD CLASSIFICATION: Carc Cat 3, [Xn] Harmful RISK PHRASES: R40
Balance of other ingredients are non-hazardous or less than 1% in concentration (or 0.1% for carcinogens, reproductive toxins, or respiratory sensitizers).					

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-2010 format. This product has been classified in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR, EU Directives and the Japanese Industrial Standard JIS Z 7250: 2000.

SECTION 4 - FIRST-AID MEASURES

Contaminated individuals of chemical exposure must be taken for medical attention if any adverse effect occurs. Rescuers should be taken for medical attention, if necessary. Take copy of label and MSDS to health professional with contaminated individual.

EYE CONTACT: If product enters the eyes, open eyes while under gentle running water for at least 15 minutes. Seek medical attention if irritation persists.

SKIN CONTACT: Wash skin thoroughly after handling. Seek medical attention if irritation develops and persists. Remove contaminated clothing. Launder before re-use.

INHALATION: If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention if breathing difficulty continues.

INGESTION: If product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or MSDS with the victim to the health professional.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing respiratory system problems may be aggravated by prolonged contact.

RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and reduce over-exposure.

SECTION 5 - FIRE-FIGHTING MEASURES

FLASH POINT:

110° - 150°F (Estimated)

AUTOIGNITION TEMPERATURE:

500°F (Estimated)

FLAMMABLE LIMITS (in air by volume, %):

Lower (LEL): 0.5% Est. Upper (UEL): 4.45 Est.

FIRE EXTINGUISHING MATERIALS:

Extinguish with foam, carbon dioxide, dry powder or water fog.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Combustible liquid! This material releases vapors when heated above ambient temperatures

Explosion Sensitivity to Mechanical Impact:

Not Sensitive.

Explosion Sensitivity to Static Discharge:

Sensitive

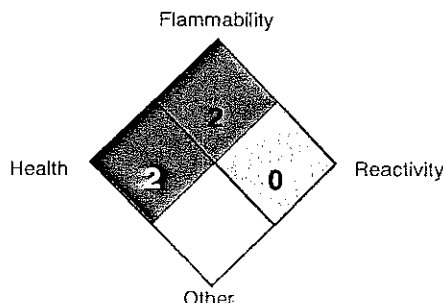
SPECIAL FIRE-FIGHTING PROCEDURES:

Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.

SAFETY DATA SHEET

AltAir Paramount Diesel Fuel Oil

NFPA RATING SYSTEM



HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM	
HEALTH HAZARD (BLUE)	2
FLAMMABILITY HAZARD (RED)	2
PHYSICAL HAZARD (YELLOW)	0
PROTECTIVE EQUIPMENT	
EYES	RESPIRATORY
HANDS	BODY
	See Sect 8
	See Sect 8
For Routine Industrial Use and Handling Applications	

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe * = Chronic hazard

SECTION 6 - ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE: Personnel should be trained for spill response operations.

SPILLS: Contain spill if safe to do so. Small Liquid Spills: Absorb with sand or other non-combustible absorbent material. Large Spillages: Use water spray to disperse vapors and dilute spill to a nonflammable mixture.

Prevent runoff from entering drains, sewers, or streams. Dike for later disposal. If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, notify the National Response Center (phone number 800-424-8802).

Dispose of in accordance with applicable Federal, State, and local procedures (see Section 13, Disposal Considerations).

SECTION 7 - HANDLING and STORAGE

WORK PRACTICES AND HYGIENE PRACTICES: As with all chemicals, avoid getting this product ON YOU or IN YOU. Wash thoroughly after handling this product. Do not eat, drink, smoke, or apply cosmetics while handling this product. Avoid breathing vapors/mists generated by this product. Use in a well-ventilated location. Remove contaminated clothing immediately.

STORAGE AND HANDLING PRACTICES: DO NOT USE OR STORE near heat, sparks, flames, or hot surfaces. Surfaces that are sufficiently hot may ignite liquid material. USE AND STORE ONLY IN WELL VENTILATED AREA. Keep container closed when not in use. Avoid contaminating soil or releasing this material into sewage and drainage systems and bodies of water.

STATIC HAZARD: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary. Review all operations which have the potential of generating an accumulation of electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.

For more information, refer to OSHA Standard 29 CFR 1910.106, "Flammable and Combustible Liquids," National Fire Protection Association (NFPA) 77 "Recommended Practice on Static Electricity," and/or the American Petroleum Institute (API) Recommended Practice 2003, "Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents."

SECTION 8 - EXPOSURE CONTROLS - PERSONAL PROTECTION

EXPOSURE LIMITS/GUIDELINES:

Chemical Name	CAS#	ACGIH TWA	OSHA TWA
Diesel Fuel No.2	68476-34-6	100 mg/m ³ Skin	Not Listed

Currently, International exposure limits are not established for the components of this product. Please check with competent authority in each country for the most recent limits in place.

SAFETY DATA SHEET

AltAir Paramount Diesel Fuel Oil

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided above. Use local exhaust ventilation to control airborne vapor. Ensure eyewash/safety shower stations are available near areas where this product is used.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

RESPIRATORY PROTECTION: Maintain airborne contaminant concentrations below guidelines listed above, if applicable. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

EYE PROTECTION: Safety glasses or chemical goggles as appropriate to prevent eye contact. If necessary, refer to U.S. OSHA 29 CFR 1910.133 or appropriate Canadian Standards.

HAND PROTECTION: Use chemical resistant gloves to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138 or appropriate Standards of Canada.

SECTION 9 - PHYSICAL and CHEMICAL PROPERTIES

PHYSICAL STATE:	Liquid
APPEARANCE & ODOR:	This product is a bright and clear liquid with a petroleum odor.
ODOR THRESHOLD (PPM):	Not Established
VAPOR PRESSURE (mmHg):	0.07
BULK DENSITY:	7 lb/gal
VAPOR DENSITY (AIR=1):	5.7 Estimated
EVAPORATION RATE (nBuAc = 1):	Not Available
BOILING POINT (C°):	90 - 490°F
FREEZING POINT (C°):	Not Available
pH:	Not Available
SPECIFIC GRAVITY 20°C: (WATER =1)	0.81 - 88
SOLUBILITY IN WATER (%)	Insoluble
VISCOSITY:	Not available

SECTION 10 - STABILITY and REACTIVITY

STABILITY: Product is stable

DECOMPOSITION PRODUCTS: Thermal decomposition products are highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases will evolve when this material undergoes pyrolysis or combustion. Aldehydes, Carbon Monoxide, Carbon Dioxide, Ketones, and other organic compounds may be formed upon combustion. Note that diesel combustion exhaust is identified on the Proposition 65 list of chemicals known to the state of California to cause cancer.

MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

HAZARDOUS POLYMERIZATION: Will not occur

CONDITIONS TO AVOID: Contact with incompatible materials, heat sparks and fire.

SECTION 11 - TOXICOLOGICAL INFORMATION

TOXICITY DATA: The following toxicity data is available for this product:

CAS# 68476-34-6 Oral LD 50 12,000 mg/kg Rat

SUSPECTED CANCER AGENT: None of the ingredients of this product are found on the following lists: FEDERAL OSHA Z LIST, NTP, CAL/OSHA, IARC and therefore are not considered to be, or suspected to be cancer-causing agents by these agencies.

Note that diesel combustion exhaust is classified by IARC as possibly carcinogenic to humans.

IRRITANT INFORMATION: Vapors from this product can be irritating to eyes and respiratory system.

SAFETY DATA SHEET

AltAir Paramount Diesel Fuel Oil

SENSITIZER INFORMATION: This product is not considered a sensitizer.

REPRODUCTIVE TOXICITY INFORMATION: There is no evidence that this product may cause reproductive effects.

SECTION 12 - ECOLOGICAL INFORMATION

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

ENVIRONMENTAL STABILITY: This material is expected to have a significant adverse effect on the environment

EFFECT OF MATERIAL ON PLANTS or ANIMALS: No information is currently available on this product's effects on plants or animals. It is expected that this material may have an adverse effect.

EFFECT OF CHEMICAL ON AQUATIC LIFE: No information is currently available on this product's effects on aquatic life. It is expected that this material may have an adverse effect.

SECTION 13 - DISPOSAL CONSIDERATIONS

PREPARING WASTES FOR DISPOSAL: Waste disposal must be in accordance with appropriate Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

SECTION 14 - TRANSPORTATION INFORMATION

US DOT; IATA; IMO; ADR:

THIS PRODUCT IS HAZARDOUS AS DEFINED BY 49 CFR 172.101 BY THE U.S. DEPARTMENT OF TRANSPORTATION.

NOTE: Non-bulk packages with less than or equal to 119 gallons are not regulated

PROPER SHIPPING NAME: Diesel Fuel

HAZARD CLASS NUMBER and DESCRIPTION: : Class 3 Combustible Liquid with a flash point greater than 100°F

UN IDENTIFICATION NUMBER: NA1993

PACKING GROUP: PGIII

DOT LABEL(S) REQUIRED: Flammable

NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER (2004): 128

MARINE POLLUTANT: None of the ingredients are classified by the DOT as a Marine Pollutant (as defined by 49 CFR 172.101, Appendix B)

TRANSPORT CANADA, TRANSPORTATION OF DANGEROUS GOODS REGULATIONS:

This product is classified as Dangerous Goods, per regulations of Transport Canada.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA):

This product is classified as Dangerous Goods, by rules of IATA:

INTERNATIONAL MARITIME ORGANIZATION (IMO) DESIGNATION:

This product is classified as Dangerous Goods by the International Maritime Organization.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR):

This product is classified by the United Nations Economic Commission for Europe to be dangerous goods.

SECTION 15 - REGULATORY INFORMATION

UNITED STATES REGULATIONS:

SARA REPORTING REQUIREMENTS: This product is subject to the reporting requirements of Sections 302, 304 and 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA) as follows: None

TSCA: All components in this product are listed on the US Toxic Substances Control Act (TSCA) inventory of chemicals.

SARA 311/312:

Acute Health: Yes Chronic Health: No Fire: Yes Reactivity: No

U.S. CERCLA REPORTABLE QUANTITY (RQ): CERCLA petroleum exemption applies.

CLEAN AIR ACT (CAA) SECTION 112(r) ACCIDENTAL RELEASE PREVENTION (40 CFR 68.130): Gasoline

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): This product does contain ingredient(s) are on the California Proposition 65 lists.

WARNING! This product contains ingredients that are known to the State of California to cause cancer or reproductive harm.

SAFETY DATA SHEET

Altair Paramount Diesel Fuel Oil

CANADIAN REGULATIONS:

CANADIAN DSL/NDL INVENTORY STATUS: All of the components of this product are on the DSL Inventory

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: No component of this product is on the CEPA First Priorities Substance lists.

CANADIAN WHMIS CLASSIFICATION and SYMBOLS: This product is categorized as Class B3, and D2A as per the Controlled Product regulations

EUROPEAN ECONOMIC COMMUNITY INFORMATION:

EU LABELING AND CLASSIFICATION:

Classification of the mixture according to Regulation (EC) No1272/2008. See section 2 for details.

AUSTRALIAN INFORMATION FOR PRODUCT:

AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS) STATUS: All components of this product are listed on the AICS.

STANDARD FOR THE UNIFORM SCHEDULING OF DRUGS AND POISONS: Not applicable.

JAPANESE INFORMATION FOR PRODUCT:

JAPANESE MINISTER OF INTERNATIONAL TRADE AND INDUSTRY (MITI) STATUS: The components of this product are not listed as Class I Specified Chemical Substances, Class II Specified Chemical Substances, or Designated Chemical Substances by the Japanese MITI.

INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac:	Listed
Australian Inventory of Chemical Substances (AICS):	Listed
Korean Existing Chemicals List (ECL):	Listed
Japanese Existing National Inventory of Chemical Substances (ENCS):	Listed
Philippines Inventory of Chemicals and Chemical Substances (PICCS):	Listed
Swiss Giftliste List of Toxic Substances:	Listed
U.S. TSCA:	Listed

SECTION 16 - OTHER INFORMATION

PREPARED BY: Paul Eigbrett

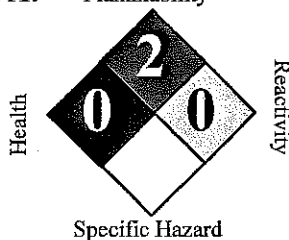
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Safety Data Sheet

Diesel Fuel#2-Low Sulfur (LS) and Ultra Low Sulfur Diesel (ULSD)

NFPA: Flammability



SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : Diesel Fuel#2-Low Sulfur (LS) and Ultra Low Sulfur Diesel (ULSD)
Synonyms : 888100004790
SDS Number : 888100004790 **Version** : 2.16
Product Use Description : Fuel
Company : Tesoro Refining & Marketing
19100 Ridgewood Parkway, San Antonio, TX 78259
Tesoro Call Center : (877) 783-7676 **Chemtrec (Emergency Contact)** : (800) 424-9300

SECTION 2. HAZARDS IDENTIFICATION

Classifications : Flammable Liquid – Category 3 or 4 depending on formulation.
Aspiration Hazard – Category 1.
Carcinogenicity – Category 2
Acute Toxicity - Inhalation – Category 3
Chronic Aquatic Toxicity – Category 2

Pictograms



Signal Word:

Danger

Hazard Statements:

Flammable liquid and vapor.
May be fatal if swallowed and enters airways – do not siphon diesel by mouth.
Suspected of causing skin cancer if repeated and prolonged skin contact occurs.
Suspected of causing cancer in the respiratory system if repeated and prolonged over-exposure by inhalation occurs.
Toxic if inhaled.
May cause damage to liver, kidneys and nervous system by repeated and prolonged inhalation.
Causes eye irritation by eye contact with liquid.

Repeated or prolonged skin contact can cause skin irritation and dermatitis.
May cause drowsiness or dizziness by inhalation.

Precautionary statements:**Prevention:**

Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Keep away from heat, sparks, open flames, welding and hot surfaces.
No smoking.
Keep container tightly closed.
Ground and/or bond container and receiving equipment.
Use explosion-proof electrical equipment.
Use only non-sparking tools if tools are used in flammable atmosphere.
Take precautionary measures against static discharge.
Wear gloves, eye protection and face protection as needed to prevent skin and eye contact with liquid.
Wash hands or liquid-contacted skin thoroughly after handling.
Do not eat, drink or smoke when using this product.
Do not breathe vapors or mists.
Use only outdoors or in a well-ventilated area.

Response:

In case of fire: Use dry chemical, CO₂, water spray or fire fighting foam to extinguish.
If swallowed: Immediately call a poison center, doctor, hospital emergency room, medical clinic or 911. Do NOT induce vomiting. Rinse mouth.
If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower.
If in eye: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If skin or eye irritation persists, get medical attention.
If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call or doctor or emergency medical provider.

Storage:

Store in a well ventilated place. Keep cool. Store locked up. Keep container tightly closed . Use only approved containers.

Disposal:

Dispose of contents/containers to approved disposal site in accordance with local, regional, national, and/or international regulations.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS-No.	Weight %
Fuels, diesel, No 2; Gasoil - unspecified	68476-34-6	100%
Naphthalene	91-20-3	0 - 1%
Nonane	111-84-2	0 - 5%

1,2,4-Trimethylbenzene	95-63-6	0 - 2%
Xylene	1330-20-7	0 - 2%
Sulfur	7704-34-9	15 ppm maximum

SECTION 4. FIRST AID MEASURES

Inhalation	: Move to fresh air. Give oxygen. If breathing is irregular or stopped, administer artificial respiration. Seek medical attention immediately.
Skin contact	: Take off all contaminated clothing immediately. Wash off immediately with soap and plenty of water. Wash contaminated clothing before re-use. If skin irritation persists, seek medical attention immediately.
Eye contact	: Remove contact lenses. Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. If eye irritation persists, seek medical attention.
Ingestion	: Do not induce vomiting without medical advice. If a person vomits when lying on his back, place him in the recovery position. Seek medical attention immediately.
Notes to physician	: Symptoms: Dizziness, Discomfort, Headache, Nausea, Disorder, Vomiting, Lung edema, Liver disorders, Kidney disorders. Aspiration may cause pulmonary edema and pneumonitis.

SECTION 5. FIRE-FIGHTING MEASURES

Suitable extinguishing media	: SMALL FIRES: Any extinguisher suitable for Class B fires, dry chemical, CO ₂ , water spray or fire fighting foam. LARGE FIRES: Water spray, fog or fire fighting foam. Water may be ineffective for fighting the fire, but may be used to cool fire-exposed containers. Keep containers and surroundings cool with water spray.
Specific hazards during fire fighting	: Fire Hazard. Do not use a solid water stream as it may scatter and spread fire. Cool closed containers exposed to fire with water spray.
Special protective equipment for fire-fighters	: Wear self-contained breathing apparatus and protective suit. Use personal protective equipment.
Further information	: Exposure to decomposition products may be a hazard to health. Isolate area around container involved in fire. Cool tanks, shells, and containers exposed to fire and excessive heat with water. For massive fires the use of unmanned hose holders or monitor nozzles may be advantageous to further minimize personnel exposure. Major fires may require withdrawal, allowing the tank to burn. Large storage tank fires typically require specially trained personnel and equipment to extinguish the fire, often including the need for properly applied fire fighting foam.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions	: Evacuate nonessential personnel and remove or secure all ignition sources. Consider wind direction; stay upwind and uphill, if possible. Evaluate the direction of product travel, diking, sewers, etc. to contain spill areas. Spills may infiltrate subsurface soil and groundwater; professional assistance may be necessary to determine the extent of subsurface impact. Ensure adequate ventilation. Use personal protective equipment.
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- Environmental precautions** : Carefully contain and stop the source of the spill, if safe to do so. Protect bodies of water by diking, absorbents, or absorbent boom, if possible. Do not flush down sewer or drainage systems, unless system is designed and permitted to handle such material. The use of fire fighting foam may be useful in certain situations to reduce vapors. The proper use of water spray may effectively disperse product vapors or the liquid itself, preventing contact with ignition sources or areas/equipment that require protection. Discharge into the environment must be avoided. If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods for cleaning up** : Take up with sand or oil absorbing materials. Carefully shovel, scoop or sweep up into a waste container for reclamation or disposal - caution, flammable vapors may accumulate in closed containers. Response and clean-up crews must be properly trained and must utilize proper protective equipment (see Section 8).

SECTION 7. HANDLING AND STORAGE

- Precautions for safe handling** : Keep away from fire, sparks and heated surfaces. No smoking near areas where material is stored or handled. The product should only be stored and handled in areas with intrinsically safe electrical classification.
- : Hydrocarbon liquids including this product can act as a non-conductive flammable liquid (or static accumulators), and may form ignitable vapor-air mixtures in storage tanks or other containers. Precautions to prevent static-initated fire or explosion during transfer, storage or handling, include but are not limited to these examples:
- (1) Ground and bond containers during product transfers. Grounding and bonding may not be adequate protection to prevent ignition or explosion of hydrocarbon liquids and vapors that are static accumulators.
 - (2) Special slow load procedures for "switch loading" must be followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha).
 - (3) Storage tank level floats must be effectively bonded.
- For more information on precautions to prevent static-initated fire or explosion, see NFPA 77, Recommended Practice on Static Electricity (2007), and API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents (2008).
- Conditions for safe storage, including incompatibilities** : Keep away from flame, sparks, excessive temperatures and open flame. Use approved containers. Keep containers closed and clearly labeled. Empty or partially full product containers or vessels may contain explosive vapors. Do not pressurize, cut, heat, weld or expose containers to sources of ignition. Store in a well-ventilated area. The storage area should comply with NFPA 30 "Flammable and Combustible Liquid Code". The cleaning of tanks previously containing this product should follow API Recommended Practice (RP) 2013 "Cleaning Mobile Tanks In Flammable and Combustible Liquid Service" and API RP 2015 "Cleaning Petroleum Storage Tanks".
- : Keep away from food, drink and animal feed. Incompatible with oxidizing agents. Incompatible with acids.
- : Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines

List	Components	CAS-No.	Type:	Value
OSHA Z1	Naphthalene	91-20-3	PEL	10 ppm 50 mg/m3
	Xylene	1330-20-7	PEL	100 ppm 435 mg/m3
ACGIH	Diesel Fuel	68476-30-2	TWA	100 mg/m3
	Naphthalene	91-20-3	TWA	10 ppm
		91-20-3	STEL	15 ppm
	Xylene	1330-20-7	TWA	100 ppm
		1330-20-7	STEL	150 ppm
	Nonane	111-84-2	TWA	200 ppm

Engineering measures	: Use adequate ventilation to keep gas and vapor concentrations of this product below occupational exposure and flammability limits, particularly in confined spaces. Use only intrinsically safe electrical equipment approved for use in classified areas.
Eye protection	: Safety glasses or goggles are recommended where there is a possibility of splashing or spraying.
Hand protection	: Gloves constructed of nitrile, neoprene, or PVC are recommended. Consult manufacturer specifications for further information.
Skin and body protection	: If needed to prevent skin contact, chemical protective clothing such as of DuPont TyChem®, Saranex or equivalent recommended based on degree of exposure. The resistance of specific material may vary from product to product as well as with degree of exposure.
Respiratory protection	: A NIOSH/ MSHA-approved air-purifying respirator with organic vapor cartridges or canister may be permissible under certain circumstances where airborne concentrations are or may be expected to exceed exposure limits or for odor or irritation. Protection provided by air-purifying respirators is limited. Refer to OSHA 29 CFR 1910.134, ANSI Z88.2-1992, NIOSH Respirator Decision Logic, and the manufacturer for additional guidance on respiratory protection selection. Use a NIOSH/ MSHA-approved positive-pressure supplied-air respirator if there is a potential for uncontrolled release, exposure levels are not known, in oxygen-deficient atmospheres, or any other circumstance where an air-purifying respirator may not provide adequate protection.
Work / Hygiene practices	: Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure. Use good personal hygiene practices. Avoid repeated and/or prolonged skin exposure. Wash hands before eating, drinking, smoking, or using toilet facilities. Do not use as a cleaning solvent on the skin. Do not use solvents or harsh abrasive skin cleaners for washing this product from exposed skin areas. Waterless hand cleaners are effective. Promptly remove contaminated clothing and launder before reuse. Use care when laundering to prevent the formation of flammable vapors which could ignite via washer or dryer. Consider the need to discard contaminated leather shoes and gloves.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Clear to straw colored liquid
Odor	Characteristic petroleum or kerosene-like odor
Odor threshold	0.1 - 1 ppm typically reported
pH	Not applicable
Melting point/freezing point	Gel point can be about -15°F; freezing requires laboratory conditions
Initial boiling point & range	154 - 372 °C (310° - 702 °F)
Flash point	38°C Minimum for #1 Diesel, 52°C Minimum for #2 Diesel
Evaporation rate	Higher initially and declining as lighter components evaporate
Flammability (solid, gas)	Flammable vapor released by liquid
Upper explosive limit	6.5 %(V)
Lower explosive limit	0.6 %(V)
Vapor pressure	< 2 mm Hg at 20 °C
Vapor density (air = 1)	> 4.5 0.86 g/mL
Relative density (water = 1)	0.0005 g/100 mL
Solubility (in water)	
Partition coefficient (n-octanol/water)	> 3.3 as log Pow
Auto-ignition temperature	257 °C (495 °F)
Decomposition temperature	Will evaporate or boil and possibly ignite before decomposition occurs.
Kinematic viscosity	1 to 6 mm ² /s range reported for No.1 or No.2 diesel at ambient temperatures
Conductivity (conductivity can be reduced by environmental factors such as a decrease in temperature)	Diesel Fuel Oils at terminal load rack: At least 25 pS/m Ultra Low Sulfur Diesel (ULSD) without conductivity additive: 0 pS/m to 5 pS/m ULSD at terminal load rack with conductivity additive: At least 50 pS/m JP-8 at terminal load rack: 150 pS/m to 600 pS/m

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: Vapors may form explosive mixture with air. Hazardous polymerization does not occur.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	Can react with strong oxidizing agents, peroxides, acids and alkalis. Do not use with Viton or Fluorel gaskets or seals.
Conditions to avoid	Avoid high temperatures, open flames, sparks, welding, smoking and other ignition sources. Avoid static charge accumulation and discharge (see Section 7).
Hazardous decomposition products	Ignition and burning can release carbon monoxide, carbon dioxide, non-combusted hydrocarbons (smoke) and, depending on formulation, trace amounts

of sulfur dioxide. Diesel exhaust particals may be a lung hazard (see Section 11).

SECTION 11. TOXICOLOGICAL INFORMATION

Inhalation	: Vapors or mists from this material can irritate the nose, throat, and lungs, and can cause signs and symptoms of central nervous system depression, depending on the concentration and duration of exposure.
Skin contact	Skin irritation leading to dermatitis may occur upon prolonged or repeated contact. Liquid may be absorbed through the skin in toxic amounts if large areas of skin are repeatedly exposed. Long-term, repeated skin contact may cause skin cancer.
Eye contact	Eye irritation may result from contact with liquid, mists, and/or vapors.
Ingestion	Harmful or fatal if swallowed. Do NOT induce vomiting. This material can irritate the mouth, throat, stomach, and cause nausea, vomiting, diarrhea and restlessness. Aspiration hazard if liquid is inhaled into lungs, particularly from vomiting after ingestion. Aspiration may result in chemical pneumonia, severe lung damage, respiratory failure and even death.
Target organ	Central nervous system, Eyes, Skin, Kidney, Liver
Further information	Studies have shown that similar products produce skin cancer or skin tumors in laboratory animals following repeated applications without washing or removal. The significance of this finding to human exposure has not been determined. Other studies with active skin carcinogens have shown that washing the animal's skin with soap and water between applications reduced tumor formation. Positive mutagenicity results have been reported. Repeated over-exposure may cause liver and kidney injury. Components of the product may affect the nervous system. IARC classifies whole diesel fuel exhaust particulates as probably carcinogenic to humans (Group 2A). NIOSH regards whole diesel fuel exhaust particulates as a potential cause of occupational lung cancer based on animal studies and limited evidence in humans.

Component: : Naphthalene (CAS-No.: 91-20-3)

Fuels, diesel, No 2; Gasoil -
unspecified

68476-34-6 Acute oral toxicity: LD50 rat
Dose: 5,001 mg/kg
Acute dermal toxicity: LD50 rabbit
Dose: 2,001 mg/kg
Acute inhalation toxicity: LC50 rat
Dose: 7.64 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Severe skin irritation

Eye irritation: Classification: Irritating to eyes.
Result: Mild eye irritation

Naphthalene

91-20-3 Acute oral toxicity: LD50 rat
Dose: 2,001 mg/kg
Acute dermal toxicity: LD50 rat
Dose: 2,501 mg/kg
Acute inhalation toxicity: LC50 rat
Dose: 101 mg/l
Exposure time: 4 h

		<u>Skin irritation:</u> Classification: Irritating to skin. Result: Mild skin irritation
		<u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation
		<u>Carcinogenicity:</u> N11.00422130
Nonane	111-84-2	<u>Acute oral toxicity:</u> LD50 mouse Dose: 218 mg/kg <u>Acute inhalation toxicity:</u> LC50 rat Exposure time: 4 h
1,2,4-Trimethylbenzene	95-63-6	<u>Acute inhalation toxicity:</u> LC50 rat Dose: 18 mg/l Exposure time: 4 h
		<u>Skin irritation:</u> Classification: Irritating to skin. Result: Skin irritation <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Eye irritation
Xylene	1330-20-7	<u>Acute oral toxicity:</u> LD50 rat Dose: 2,840 mg/kg <u>Acute dermal toxicity:</u> LD50 rabbit Dose: ca. 4,500 mg/kg <u>Acute inhalation toxicity:</u> LC50 rat Dose: 6,350 mg/l Exposure time: 4 h <u>Skin irritation:</u> Classification: Irritating to skin. Result: Mild skin irritation Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product. <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation
<u>Carcinogenicity</u>		
NTP	Naphthalene	(CAS-No.: 91-20-3)
IARC	Naphthalene	(CAS-No.: 91-20-3)
OSHA	No component of this product which is present at levels greater than or equal to 0.1 % is identified as a carcinogen or potential carcinogen by OSHA.	
CA Prop 65	WARNING! This product contains a chemical known to the State of California to cause cancer. naphthalene (CAS-No.: 91-20-3)	

SECTION 12. ECOLOGICAL INFORMATION

Additional ecological information	: Keep out of sewers, drainage areas, and waterways. Report spills and releases, as applicable, under Federal and State regulations.	
<u>Component:</u>		
Naphthalene	91-20-3	<u>Toxicity to algae:</u> EC50 Species: Dose: 33 mg/l Exposure time: 24 h

1,2,4-Trimethylbenzene

95-63-6

Toxicity to fish:

LC50

Species: Pimephales promelas (fathead minnow)

Dose: 7.72 mg/l

Exposure time: 96 h

Acute and prolonged toxicity for aquatic invertebrates:

EC50

Species: Daphnia

Dose: 3.6 mg/l

Exposure time: 48 h

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal : Consult federal, state and local waste regulations to determine appropriate waste characterization of material and allowable disposal methods.

SECTION 14. TRANSPORT INFORMATION

CFR

Proper shipping name : DIESEL FUEL
UN-No. : 1202 (NA 1993)
Class : 3
Packing group : III

TDG

Proper shipping name : DIESEL FUEL
UN-No. : UN1202 (NA 1993)
Class : 3
Packing group : III

IATA Cargo Transport

UN UN-No. : UN1202 (NA 1993)
Description of the goods : DIESEL FUEL
Class : 3
Packaging group : III
ICAO-Labels : 3
Packing instruction (cargo aircraft) : 366
Packing instruction (cargo aircraft) : Y344

IATA Passenger Transport

UN UN-No. : UN1202 (NA 1993)
Description of the goods : DIESEL FUEL
Class : 3
Packaging group : III
ICAO-Labels : 3
Packing instruction (passenger aircraft) : 355
Packing instruction (passenger aircraft) : Y344

IMDG-Code

UN-No. : UN 1202 (NA 1993)
Description of the goods : DIESEL FUEL
Class : 3
Packaging group : III
IMDG-Labels : 3
EmS Number : F-E S-E
Marine pollutant : No

SECTION 15. REGULATORY INFORMATION

OSHA Hazards : Toxic by ingestion
Severe skin irritant
Moderate eye irritant
POSSIBLE CANCER HAZARD

TSCA Status : On TSCA Inventory

DSL Status : All components of this product are on the Canadian DSL list.

SARA 311/312 Hazards : Acute Health Hazard
Chronic Health Hazard
Fire Hazard

CERCLA SECTION 103 and SARA SECTION 304 (RELEASE TO THE ENVIRONMENT)

The CERCLA definition of hazardous substances contains a "petroleum exclusion" clause which exempts crude oil. Fractions of crude oil, and products (both finished and intermediate) from the crude oil refining process and any indigenous components of such from the CERCLA Section 103 reporting requirements. However, other federal reporting requirements, including SARA Section 304, as well as the Clean Water Act may still apply.

PENN RTK

US. Pennsylvania Worker and Community Right-to-Know Law (34 Pa. Code Chap. 301-323)

Components**CAS-No.**

Nonane	111-84-2
1,2,4-Trimethylbenzene	95-63-6
Xylene	1330-20-7
Naphthalene	91-20-3
Fuels, diesel, No 2; Gasoil - unspecified	68476-34-6

MASS RTK

US. Massachusetts Commonwealth's Right-to-Know Law (Appendix A to 105 Code of Massachusetts Regulations Section 670.000)

Components**CAS-No.**

Naphthalene	91-20-3
Xylene	1330-20-7
1,2,4-Trimethylbenzene	95-63-6
Nonane	111-84-2

NJ RTK

US. New Jersey Worker and Community Right-to-Know Act (New Jersey Statute Annotated Section 34:5A-5)

<u>Components</u>	<u>CAS-No.</u>
Nonane	111-84-2
1,2,4-Trimethylbenzene	95-63-6
Xylene	1330-20-7
Naphthalene	91-20-3
Fuels, diesel, No 2; Gasoil - unspecified	68476-34-6
SARA III	US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 313 Toxic Chemicals (40 CFR 372.65) - Supplier Notification Required
<u>Components</u>	<u>CAS-No.</u>
Naphthalene	91-20-3
Xylene	1330-20-7
1,2,4-Trimethylbenzene	95-63-6
California Prop. 65	: WARNING! This product contains a chemical known to the State of California to cause cancer.
	Naphthalene 91-20-3

SECTION 16. OTHER INFORMATIONFurther information

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Telephone: +49-(0)271-88072-0

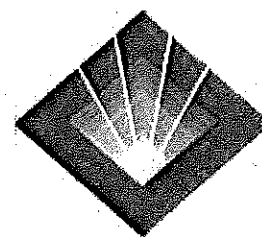
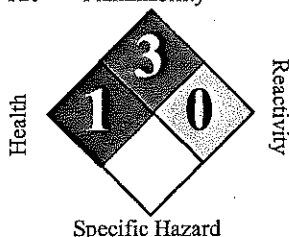
Revision Date : 10/17/2013

29, 1282, 1283, 1330, 1331, 1380, 1400, 1401, 1402, 1403, 1405, 1490, 1510, 1580, 1581, 1582, 1583, 1584, 1585, 1587, 1588, 1589, 1590, 1670, 1859, 1876, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924

Safety Data Sheet

GASOLINE, UNLEADED E-10

NFPA: Flammability



TESORO

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name	:	GASOLINE, UNLEADED E-10		
Synonyms	:	Blend of highly flammable petroleum distillates, also containing 10% ethanol , 888100008808		
SDS Number	:	888100008808	Version	: 2.16
Product Use Description	:	Fuel		
Company	:	For: Tesoro Refining & Marketing Co. 19100 Ridgewood Parkway, San Antonio, TX 78259		
Tesoro Call Center	:	(877) 783-7676	Chemtrec (Emergency Contact)	: (800) 424-9300

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Classifications

Flammable Liquid – Category 1 or 2 depending on formulation.
 Aspiration Hazard – Category 1.
 Carcinogenicity – Category 2
 Specific Target Organ Toxicity (Repeated Exposure) – Category 2
 Specific Target Organ Toxicity (Single Exposure) – Category 3
 Skin Irritation – Category 2
 Eye Irritation – Category 2B
 Chronic Aquatic Toxicity – Category 2

Pictograms



Signal Word

: **Danger**

Hazard Statements

: Extremely flammable liquid and vapor.
 May be fatal if swallowed and enters airways – do not siphon gasoline by mouth.
 Suspected of causing blood cancer if repeated over-exposure by inhalation and/or skin contact occurs.
 May cause damage to liver, kidneys and nervous system by repeated or prolonged inhalation or skin contact.

Xylene	1330-20-7	10 - 30%
Ethanol; ethyl alcohol	64-17-5	10%
Trimethylbenzene	25551-13-7	1 - 5%
Isopentane; 2-methylbutane	78-78-4	1 - 5%
Naphthalene	91-20-3	1 - 5%
Benzene	71-43-2	0.1 - 4.7%
Pentane	109-66-0	1 - 5%
Cyclohexane	110-82-7	1 - 5%
Ethylbenzene	100-41-4	1 - 5%
Butane	106-97-8	1 - 20%
Heptane [and isomers]	142-82-5	0.5 - 0.75%
N-hexane	110-54-3	0.5 - 0.75%

SECTION 4. FIRST AID MEASURES

Inhalation	: If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Seek medical attention immediately.
Skin contact	: In case of contact, immediately flush skin with plenty of water. Take off contaminated clothing and shoes immediately. Wash contaminated clothing before re-use. Contaminated leather, particularly footwear, must be discarded. Note that contaminated clothing may be a fire hazard. Seek medical advice if symptoms persist or develop.
Eye contact	: Remove contact lenses. Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Seek medical advice if symptoms persist or develop.
Ingestion	: Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Obtain medical attention.
Notes to physician	: Symptoms: Dizziness, Discomfort, Headache, Nausea, Kidney disorders, Liver disorders. Aspiration may cause pulmonary edema and pneumonitis. Swallowing gasoline is more likely to be fatal for small children than adults, even if aspiration does not occur.

SECTION 5. FIRE-FIGHTING MEASURES

Suitable extinguishing media	: SMALL FIRES: Any extinguisher suitable for Class B fires, dry chemical, CO ₂ , water spray or fire fighting foam. LARGE FIRES: Water spray, fog or fire fighting foam. Water may be ineffective for fighting the fire, but may be used to cool fire-exposed containers. Keep containers and surroundings cool with water spray.
Specific hazards during fire fighting	: Extremely flammable liquid and vapor. This material is combustible/flammable and is sensitive to fire, heat, and static discharge.

pressurize, cut, heat, weld or expose containers to sources of ignition. Store in a well-ventilated area. The storage area should comply with NFPA 30 "Flammable and Combustible Liquid Code". The cleaning of tanks previously containing this product should follow API Recommended Practice (RP) 2013 "Cleaning Mobile Tanks In Flammable and Combustible Liquid Service" and API RP 2015 "Cleaning Petroleum Storage Tanks".

Reports suggest that government-mandated ethanol, if present, may not be compatible with fiberglass gasoline tanks. Ethanol may dissolve fiberglass resin, causing engine damage and possibly allow leakage of explosive gasoline.

- : Keep away from food, drink and animal feed. Incompatible with oxidizing agents. Incompatible with acids.
- : No decomposition if stored and applied as directed. Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure. Store only in containers approved and labeled for gasoline.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines

List	Components	CAS-No.	Type:	Value
OSHA	Benzene	71-43-2	TWA	1 ppm
		71-43-2	STEL	5 ppm
		71-43-2	OSHA_ACT	0.5 ppm
OSHA Z1	Xylene	1330-20-7	PEL	100 ppm 435 mg/m3
	Ethanol; Ethyl alcohol	64-17-5	PEL	1,000 ppm 1,900 mg/m3
	Naphthalene	91-20-3	PEL	10 ppm 50 mg/m3
	Cyclohexane	110-82-7	PEL	300 ppm 1,050 mg/m3
	Ethylbenzene	100-41-4	PEL	100 ppm 435 mg/m3
	Heptane [and isomers]	142-82-5	PEL	500 ppm 2,000 mg/m3
	N-hexane	110-54-3	PEL	500 ppm 1,800 mg/m3
ACGIH	Toluene	108-88-3	TWA	50 ppm
	Xylene	1330-20-7	TWA	100 ppm
		1330-20-7	STEL	150 ppm
	Ethanol; Ethyl alcohol	64-17-5	TWA	1,000 ppm
	Trimethylbenzene	25551-13-7	TWA	25 ppm
	Isopentane; 2-Methylbutane	78-78-4	TWA	600 ppm
	Naphthalene	91-20-3	TWA	10 ppm
		91-20-3	STEL	15 ppm
	Benzene	71-43-2	TWA	0.5 ppm
		71-43-2	STEL	2.5 ppm
	Pentane	109-66-0	TWA	600 ppm

Melting point/freezing point	About -101°C (-150°F)
Initial boiling point & range	Boiling point varies: 30 – 200°C (85 – 392°F)
Flash point	< -21°C (-5.8°F)
Evaporation rate:	Higher initially and declining as lighter components evaporate
Flammability (solid, gas)	Flammable vapor released by liquid
Upper explosive limit	7.6 %(V)
Lower explosive limit	1.3 %(V)
Vapor pressure	345 - 1,034 hPa at 37.8 °C (100.0 °F)
Vapor density (air = 1)	Approximately 3 to 4
Relative density (water = 1)	0.8 g/mL
Solubility (in water)	Negligible
Partition coefficient (n-octanol/water)	2 – 7 as log Pow
Auto-ignition temperature	Approximately 250°C (480°F)
Decomposition temperature	Will evaporate or boil and possibly ignite before decomposition occurs.
Kinematic viscosity	0.64 to 0.88 mm²/s range reported for gasoline
Conductivity (conductivity can be reduced by environmental factors such as a decrease in temperature)	Hydrocarbon liquids without static dissipater additive may have conductivity below 1 picoSiemens per meter (pS/m). The highest electro-static ignition risks are associated with "ultra-low conductivities" below 5 pS/m. See Section 7 for sources of information on defining safe loading and handling procedures for low conductivity products.

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: Vapors may form explosive mixture with air. Hazardous polymerization does not occur.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	Can react with strong oxidizing agents, peroxides, alkaline products and strong acids. Contact with nitric and sulfuric acids will form nitrocresols that can decompose violently.
Conditions to avoid	Avoid high temperatures, open flames, sparks, welding, smoking and other ignition sources. Avoid static charge accumulation and discharge (see Section 7).
Hazardous decomposition products	Ignition and burning can release carbon monoxide, carbon dioxide and non-combusted hydrocarbons (smoke).

SECTION 11. TOXICOLOGICAL INFORMATION

Skin irritation	: Irritating to skin. Can be partially absorbed through skin.
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		<u>Acute inhalation toxicity:</u> LC50 rat Dose: 364 mg/l Exposure time: 4 h
		<u>Skin irritation:</u> Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product. <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation
Cyclohexane	110-82-7	<u>Acute dermal toxicity:</u> LD50 rabbit Dose: 2,001 mg/kg
		<u>Acute inhalation toxicity:</u> LC50 rat Dose: 14 mg/l Exposure time: 4 h
		<u>Skin irritation:</u> Classification: Irritating to skin. Result: Skin irritation
		<u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation
Ethylbenzene	100-41-4	<u>Acute oral toxicity:</u> LD50 rat Dose: 3,500 mg/kg
		<u>Acute dermal toxicity:</u> LD50 rabbit Dose: 15,500 mg/kg
		<u>Acute inhalation toxicity:</u> LC50 rat Dose: 18 mg/l Exposure time: 4 h
		<u>Skin irritation:</u> Classification: Irritating to skin. Result: Mild skin irritation
		<u>Eye irritation:</u> Classification: Irritating to eyes. Result: Risk of serious damage to eyes.
Heptane [and isomers]	142-82-5	<u>Acute oral toxicity:</u> LD50 rat Dose: 15,001 mg/kg
		<u>Acute inhalation toxicity:</u> LC50 rat Dose: 103 g/m3 Exposure time: 4 h
		<u>Skin irritation:</u> Classification: Irritating to skin. Result: Skin irritation Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product. <u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation
N-hexane	110-54-3	<u>Acute oral toxicity:</u> LD50 rat Dose: 25,000 mg/kg
		<u>Acute dermal toxicity:</u> LD50 rabbit Dose: 2,001 mg/kg
		<u>Acute inhalation toxicity:</u> LC50 rat Dose: 171.6 mg/l Exposure time: 4 h
		<u>Skin irritation:</u> Classification: Irritating to skin. Result: Skin irritation
		<u>Eye irritation:</u> Classification: Irritating to eyes. Result: Mild eye irritation
		<u>Teratogenicity:</u> N11.00418960

Carcinogenicity

NTP	Naphthalene (CAS-No.: 91-20-3) Benzene (CAS-No.: 71-43-2)
IARC	Gasoline, natural; Low boiling point naphtha (CAS-No.: 8006-61-9) Naphthalene (CAS-No.: 91-20-3) Benzene (CAS-No.: 71-43-2) Ethylbenzene (CAS-No.: 100-41-4)
OSHA	Benzene (CAS-No.: 71-43-2)
CA Prop 65	WARNING! This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. Toluene (CAS-No.: 108-88-3) Benzene (CAS-No.: 71-43-2)

SECTION 12. ECOLOGICAL INFORMATION

Additional ecological information : Keep out of sewers, drainage areas, and waterways. Report spills and releases, as applicable, under Federal and State regulations.

Component:

Toluene	108-88-3	<u>Toxicity to fish:</u> LC50 Species: Carassius auratus (goldfish) Dose: 13 mg/l Exposure time: 96 h <u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 11.5 mg/l Exposure time: 48 h <u>Toxicity to algae:</u> IC50 Species: Selenastrum capricornutum (green algae) Dose: 12 mg/l Exposure time: 72 h
Ethanol; Ethyl alcohol	64-17-5	<u>Toxicity to fish:</u> LC50 Species: Leuciscus idus (Golden orfe) Dose: 8,140 mg/l Exposure time: 48 h <u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 9,268 - 14,221 mg/l Exposure time: 48 h
Isopentane; 2-Methylbutane	78-78-4	<u>Toxicity to fish:</u> LC50 Species: Oncorhynchus mykiss (rainbow trout) Dose: 3.1 mg/l Exposure time: 96 h <u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50

Packing group : II

IATA Cargo Transport

UN UN-No. : UN1203
Description of the goods : Gasoline
Class : 3
Packaging group : II
ICAO-Labels : 3
Packing instruction (cargo aircraft) : 364
Packing instruction (cargo aircraft) : Y341

IATA Passenger Transport

UN UN-No. : UN1203
Description of the goods : Gasoline
Class : 3
Packaging group : II
ICAO-Labels : 3
Packing instruction (passenger aircraft) : 353
Packing instruction (passenger aircraft) : Y341

IMDG-Code

UN-No. : UN 1203
Description of the goods : Gasoline
Class : 3
Packaging group : II
IMDG-Labels : 3
EmS Number : F-E S-E
Marine pollutant : No

SECTION 15. REGULATORY INFORMATION

TSCA Status : On TSCA Inventory
DSL Status : . All components are on the Canadian DSL list.
2-Ethoxy-2-Methylpropane 637-92-3
SARA 311/312 Hazards : Fire Hazard
Acute Health Hazard
Chronic Health Hazard

CERCLA SECTION 103 and SARA SECTION 304 (RELEASE TO THE ENVIROMENT)

The CERCLA definition of hazardous substances contains a "petroleum exclusion" clause which exempts crude oil. Fractions of crude oil, and products (both finished and intermediate) from the crude oil refining process and any indigenous components of such from the CERCLA Section 103 reporting requirements. However, other federal reporting requirements, including SARA Section 304, as well as the Clean Water Act may still apply.

California Prop. 65 : WARNING! This product contains a chemical known to the State of California to



City of Long Beach

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

January 9, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 1

ITB FS 17-019 Petroleum Fuels

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.

SECOND PRE-BID MEETING:

A mandatory pre-bid meeting was previously held on January 4, 2017 at 8:30 a.m.

The City will be conducting a second pre-bid meeting and site visit to provide prospective bidders with a good representation of the various fuel site locations and their existing conditions and surroundings. The conditions and surroundings of the locations may influence or affect performance of work and delivery.

The locations are:

1. Station #39, Police Department – West Division, 1839 Santa Fe Ave, 90810
2. Fire Station 14, 5200 Eliot St, 90803

A second pre-bid meeting is scheduled for **Thursday, January 12, 2016 at 8:30 A.M. PST**, at the Police Department – West Division located at 1839 Santa Fe Avenue, Long Beach, CA 90810.

The prospective bidders that attended the first pre-bid meeting are invited to attend the second pre-bid meeting if they wish to come. However, please note that attendance to the second pre-bid meeting is only required if a prospective bidder did not attend the previous pre-bid meeting. Attendance to the second pre-bid meeting is optional for prospective bidders who have attended the previous pre-bid meeting. Bidder must attend at least one of the two pre-bid meetings and site visit to be able to submit a bid.

Please note the following changes:

- Questions due date extended to January 17, 2017 by 4:30 pm
- Response from City to bidder by January 24, 2017 by 4:30 pm
- Bid due date extended to January 31, 2017 by 11:00 am

PREPARED BY:

Sakunthea Kol, Buyer I

ACKNOWLEDGED BY:

Tulcan Fels Inc.

Company Name

Robert L. Phan Jr.

Print Name

President

Title

Robert L. Phan Jr.

Signature

1/11/2017

Date



City of Long Beach

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

January 24, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 2

**ITB FS 17-019
Petroleum Fuels**

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.

The City of Long Beach conducted a Mandatory Pre-Bid Meeting/Site Visit on January 4, 2017 and January 12, 2017.

From the meetings, the City would like to provide the following:

1. Updated Appendix A – Fuel Site Information
2. The Daily OPIS 10:00 am prices shall be based on Eastern Standard Time (EST)
3. Deliveries shall be made between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless specifically instructed otherwise. The City requires that delivery be made within twenty-four (24) hours after notification.

Since the bid has been posted, there have been various questions. More time is needed to review the questions. Answers shall be posted when available and the bid due date shall be extended accordingly.

PREPARED BY: Sokunthea Kol, Buyer I

ACKNOWLEDGED BY:

Sokunthea Kol, Buyer I

Falcon Fuels Inc.

Company Name

Robert L. Murry Jr.

Print Name

Robert L. Murry Jr.

Signature

President

Title

1/26/2017

Date

UPDATED APPENDIX A - FUEL SITE INFORMATION

Site#	Location	Fuel Site Type AST/UST	Truck Type	Number of Tanks	Fuel Type	Fuel Tank Capacity	Max Amount of Fuel in Gallons (90%)	Re-order Fuel Level	Minimum Fuel Level
11	Fire Station 11 160 E Market St.	UST	TW	2	Diesel	4,000	3,600	2,400	2,000
12	Fire Station 12 1199 E Artesia Blvd.	AST	TT	2	Unleaded	2,000	1,800	600	400
13	Fire Station 13 2475 Adriatic Ave.	UST	TW	1	Diesel	1,000	900	600	500
14	Fire Station 14 5200 Eliot St.	UST	TT	2	Unleaded	12,000	10,800	4,200	3,000
16	Fire Station 16 2890 Wardlow Rd.	UST	TW	1	Diesel	1,000	900	600	500
23	City Hall 333 W Ocean	UST	TT	1 (for emergency back up generator)	Diesel	5,000	4,500	3,250	3,000
34	PD South Division 400 W Broadway	UST	TW	3	Unleaded	15,000	13,500	6,000	4,500
					Premium	15,000	13,500	6,000	4,500
					Diesel	6,000	5,400	32,700	2,100

UPDATED APPENDIX A - FUEL SITE INFORMATION

Site #	Location	Fuel Site Type AST/UST	Truck Type	Number of Tanks	Fuel Type	Fuel Tank Capacity	Max Amount of Fuel in Gallons (90%)	Re-order Fuel Level	Minimum Fuel Level
35	PD North Division 4891 Atlantic Ave.	UST	TW	2 (diesel is for generator)	Unleaded	10,000	9,000	3,500	2,500
					Diesel	2,000	1,800	1,200	1,000
38	Gas Department 2400 E Spring St.	UST	TW or TT	2	Unleaded	20,000	18,000	10,000	8,000
					Diesel	20,000	18,000	12,000	10,000
39	PD West Division 1835 Santa Fe Ave.	AST	TW	1	Unleaded	15,000	13,500	9,150	7,650
					Unleaded	5,000	4,500	3,000	2,500
59	Fire Training 2249 Argonne Ave.	UST	TW or TT	2	Unleaded	20,000	18,000	12,000	10,000
					Diesel	20,000	18,000	12,000	10,000
ECOC	ECOC 2990 Rendondo Ave.	UST	TT	1 (generator site)	Diesel	10,000	9,000	8,000	7,500
					Jet "A"	143	143		
WD1	Water Department Treatment Plant 2950 Redondo Ave.	AST (Day tank fed by AST)	TW	2 (1 AST to be filled only, day tank filled by 8,000-gallon AST)	Diesel	8,000	7,200	(Re-order is generally 300 gallons per year, generator site)	1,600
					Diesel	300	270		60

UPDATED APPENDIX A - FUEL SITE INFORMATION

Site #	Location	Fuel Site Type AST/UST	Truck Type	Number of Tanks	Fuel Type	Fuel Tank Capacity	Max Amount of Fuel in Gallons (90%)	Re-order Fuel Level	Minimum Fuel Level
WD2	Water Department 1800 Wardlow Rd.	UST (reorder is generally every 6 weeks for unleaded roughly order 7500 gallons, and diesel roughly 5000)	TT	2	Unleaded	15,000	13,500	5,000	3,000
					Diesel	10,000	9,000	4,000	2,000
					Unleaded	6,000	5,400	2,100	1,500
					Unleaded	6,000	5,400	2,100	1,500
HMNT	Harbor Maintenance Yard 725 Harbor Plaza	AST	TT	4	Diesel	3,000	2,700	1,050	750
					Dyed Diesel	8,000	7,200	2,800	2,000



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
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January 30, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 3

**ITB FS 17-019
Petroleum Fuels**

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.

Since the bid has been posted, there have been various questions. More time is needed to review the questions.

The City would like to extend the following dates:

- Answers to all questions submitted available: February 10, 2017 by 4:30 PM, PST
- Bid due date: February 21, 2017 by 11:00 AM, PST

PREPARED BY:

Sokunthea Kol, Buyer I

ACKNOWLEDGED BY:

Falcon Fuels Inc.

Company Name

Robert L. Pham Jr.

Print Name

Robert L. Pham Jr.

Signature

President

Title

2/3/2017

Date



City of Long Beach

Department of Financial Management
Purchasing Division
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p 562.570.6200

February 10, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 4

**ITB FS 17-019
Petroleum Fuels**

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

THE FOLLOWING SHALL BE DELETED FROM THE ITB:

PLANT SITE

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

Yes N/A No N/A

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

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

Address of facility:

N/A

Contact name and number:

N/A

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

THE FOLLOWING SHALL BE ADDED TO THE ITB:

Jet A Fuel

Awarded bidder will provide for the Division's daily fueling needs on an interim and as-needed basis

during the process to investigate permanent fueling options.

Fuel must be furnished at the Long Beach Airport premises accessible to the Division's helicopters located at 3205 Lakewood Boulevard without requiring the Division's helicopter to cross the commercial airfield. Deliveries may either be by owned or contract motor carriers or at an owned or contract fueling station. If carriage vehicles are used, each must be fully equipped, in good mechanical condition and appearance, always bearing the correct placard identification of fuel being delivered, and be authorized / licensed to operate on the premises of the Long Beach Airport. Fuel carriages and stations shall comply with all Federal, State and Local laws, rules, and regulations.

Contractor must have the capability of delivering petroleum fuels in accordance with specifications.

Fuels furnished shall be free of entrained water and perform satisfactory in the City's equipment.

Jet A Fuel – Delivery Schedule

The awarded bidder shall either provide deliveries to the Hanger Ramp located at 3205 Lakewood Boulevard or operate a fueling station on the premises of the Long Beach Airport which is accessible

to the Division's helicopters located at 3205 Lakewood Boulevard without requiring the helicopters to cross the commercial airfield. If the awarded vendor will be providing deliveries, fuel must be tank

wagon authorized and licensed/licensed to operate in the City of Long Beach and on the premises of the Long Beach Airport. Deliveries or station fueling must be available during the hours of 0530 hours

to 2300 hours, 7 days per week, 365 days per year, unless specifically instructed otherwise. The City requires that deliveries to the hanger ramp be made within five (5) minutes after notification and

deliveries made to the helicopter fueling station be made within five (5) minutes of arrival to the station.

Deliveries shall be made by owned or contract motor carriers, or at owned or contract fueling station. Carriage vehicles and fueling stations shall be fully equipped, in good mechanical condition and

appearance, always bearing the correct placard identification of fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall

be cleaned up and removed by Contractor, including product in spill containers. Fueling carriages and stations shall comply with all Federal, State and Local laws, rules, and regulations.

QUESTIONS AND ANSWERS:

1. Q: Who is the incumbent?

A: Merrimac Petroleum.

2. Q: May I have a copy of the current contract?

A: The current bid/contract is available on the City's website. Please go to the City Clerk's website, click "City Contracts" and search contract #33374 and 33682.

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

3. Q: May I have a copy of the last bid tabs?

A: Merrimac contract is a piggyback off of the City of Glendora so there's no bid tab. Bid tab for Jet A fuel is provided attached.

4. Q: Do you have any diversity goals for WBE, DBE, SBE, etc.?

A: WBE, DBE and SBE goals do not apply to this bid.

5. Q: Please confirm that all vehicle warranties will remain valid if R99 is used? Not all warranties remain intact with the use of this alternative product.

A: This question is not applicable for the purposes of responding to this Invitation to Bid (ITB).

6. Q: R99 is a lower energy content fuel than hydrocarbon derived diesel. The BTU's are lower so it takes more R99 to go the same distance as hydrocarbon diesel (8-12% more R99). Will this decrease in MPG be evaluated in the Award analysis?

A: No, this will not be evaluated in the award analysis.

7. Q: What is the estimated annual volume per delivery location?

A: See attachment – Annual Fuel Site Delivery Logs

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage.

8. Q: Does the city request split deliveries between multiple locations?

A: The City allows for split deliveries between multiple locations.

9. Q: Please confirm if the diesel tank at Fire Station #12 is a tank trailer (TT) or Tank Wagon (TW)?

A: Tank Trailer (TT)

ITB FS 17-019 Addendum No. 4

10.Q: Please confirm if the premium tank at Police Department 34 is a tank trailer (TT) or Tank Wagon (TW)?

A: Tank Wagon (TW)

11.Q: Are DBE's given any specific consideration in the bid?

A: DBE goal does not apply to this bid.

12.Q: Would you consider changing the pricing index for Renewable Diesel from B5 SME pricing to regular CARB Diesel pricing from OPIS?

A: The pricing index will not be changed.

13.Q: Are your tanks above ground or below at The Harbor Plaza location?

A: Aboveground storage tanks (ASTs).

14.Q: There is no price sheet to be submitted in the written, printed bid, correct? Pricing online only?

A: Pricing must be submitted electronically on the line items tab on PlanetBids.

15.Q: Please add Harbor Maintenance Yard to Appendix B Maps of Fuel sites.

A: Please see attached aerial of 725 Harbor Plaza Drive, Long Beach.

16. Q: Who is the incumbent?

A: Airspace LLC for Jet A and Merrimac Petroleum for all others.

17. Q: Can you please provide the bid tabulation for the previous award?

A: Contract is a piggyback off of the City of Glendora so there is no bid tab.

18. Q: Can you please provide an invoice for each of the locations?

A: A copy of the invoice for each location is provided attached.

19. Q: Can you please denote whether the storage tanks are above ground or underground?

A: Please see Addendum No. 2 Appendix A for all fuel site information.

20. Q: What is the average delivered gallons for each of the locations?

A: See attachment – Annual Fuel Site Delivery Logs

ITB FS 17-019 Addendum No. 4

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage.

21. Q: Can you please confirm that you require the awarded supplier to pay for the City's OPIS subscription?

A: The City will not require the awarded vendor to pay for the City's OPIS subscription.

22. Q: Are there any special fittings required to offload the Jet "A" Fuels directly into the helicopters?

A: There are no special fittings required. It is fueled like a typical motor vehicle.

23. Q: Regarding the Plant Site, if we do not own a distribution facility would the City accept a fuel card through the CFN network and fuel at a CFN accepting gas station with a 15 mile radius of Fleet Services Bureau?

A: It would be City's preference to have access to a plant site as specified in the ITB.

31. Q: What is the date of award notice to the winning company?

A: To be determined.

32. Q: Does the City have aspirations to award to any type of small business? If yes, specify the percentage.

A: Small business enterprise goal does not apply to this bid.

33. Q: Are the renewal years by mutual agreement between the City and Contractor?

A: Yes.

34. Q: Does the city have a local business preference? If yes, specify the percentage.

A: Local preference does not apply to this bid.

35. Q: Are any of the delivery locations under an automatic-fill program with the current provider...AKA "Keep-Full"?

A: Yes, all delivery locations have minimum threshold requirements as indicated in Addendum No. 2.

36. Q: Please provide a copy of the invoice and all corresponding delivery paperwork for each location and product type.

A: A copy of the invoice for each location is attached.

ITB FS 17-019 Addendum No. 4

37.Q: What is the current price method and index the City is procuring with its existing provider?

A: OPIS Gross CARFG Prices with CAR Cost – at the 10 AM Benchmark pricing-Rack Average

OPIS Gross CARB Ultra Low Sulfur Distillate Prices with CAR Costs at 10 AM Benchmark pricing – Rack average

38.Q: Has the City's current provider requested a price escalation within the last 2 to 3 years?

A: Pricing is in accordance with current fuel contract.

39.Q: Is the City currently piggybacking another government agreement under its existing provider? If yes, name the holder of the master agreement.

A: Yes, City of Glendora

40.Q: Does the City allow and accept the freight rate or the cost to transport the fuel to be invoiced as a separate line item under its existing provider or in the new agreement?

A: Yes. Please refer to Page 27 under Specifications Pricing and Price Adjustment.

41.Q: If no to question 40, did the existing provider at any time within the last 2 to 3 years propose the freight/transportation charges as a separate line item?

A: The charges are in accordance with the piggyback contract with the City of Glendora.

42.Q: Provide the Octane rating of each gasoline being procured by location.

A: All gasoline sites receive 87octane fuel, with the exception of Site 34. Site 34 receives 87 octane and 91 octane fuels.

43.Q: Specify which locations are procuring clear and or red diesel.

A: Red dye diesel is the preference at ECOC & Site 23.

44.Q: How are the tanks stored at each location? Above or Underground?

A: See Addendum No. 2.

45.Q: What are the average gallons per order/quantity?

A: See attachment – Annual Fuel Site Delivery Logs

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage.

ITB FS 17-019 Addendum No. 4

46.Q: Will the City order for each location on an as-needed basis?

A: The City will order for an as-needed basis at the following locations only: ECOC, 23, WD1, WD2, Harbor Maintenance Fuel Yard. All other facilities have minimum threshold requirements as indicated in Addendum No. 2.

47.Q: Are any of the locations under delivered by wet hose delivery mode?

A: The only location that could be considered wet hose delivery mode is Heliport.

48.Q: How often does the City's require Jet A and will it be the City's vehicle entering the loading terminal?

A1: Jet A Fuel is required daily – about 2 times per day depending on flights.

A2: See answer to Question 49.

49.Q: What terms and conditions does the City have in place for indemnification of the loading terminal and Contract if it's the City's vehicle entering the loading terminal?

A: The Plant Site section shall be removed from the ITB.

50.Q: Do any of the locations require special fittings to connect and off-load the fuel?

A: Morrison fittings required at our AST facilities: Site 12, Site WD1, and Site 39.

51.Q: Do any of the location have special delivery instructions?

A: Site 34, 35, and 39 require site access to be provided to the delivery driver.

At Site 13 will have to run a hose about 100ft.

At Site 11 space is narrow – may have to run hose about 20 yards

52.Q: Several sites (including the site visited) have above ground tanks and require a pump, which is an extra fee. Where would this fee be entered on the Planet Bids site?

A: Prices quoted shall include all applicable fees.

53.Q: Please reconsider the statement of "no additional cost to the City" if your representative over orders for a location. (page 21). This is unfair to the vendor as costs are incurred if a retain results. The responsibility for accuracy in ordering should fall to the City, or there is no incentive to be careful on the part of the City. Please explain the reasoning or please consider revising.

A: Contractors will be provided tank volume reports from the City's delivery notification system, PetroTools, three times a day to so the contractor can confirm order accuracy.

54.Q: Indicate where we can enter a cost for demurrage. If our driver is at your site as requested and cannot offload due to circumstances caused by the City of Long Beach our truck and driver are paid and costs are incurred. One hour is typically allowed to offload which should be enough time.

A: A line has been added to Planet Bids for demurrage costs based on an hourly rate. However, all additional costs must have prior approval from a City representative.

55.Q: Most cities have a local business preference. Will you consider adding this to your bid?

A: Local preference shall not be considered for this ITB.

56.Q: 1-5,999 is a broad range for one price. How many deliveries do you anticipate weekly in this quantity range?

A: See attachment – Annual Fuel Site Delivery Logs

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage.

57.Q: Will you be ordering multiple drops from one order? For example, ordering 2200 gallons to one site; 2,000 to another and 1500 to another, all on the same truck?

A: Orders are based off what it shows in Petro-Tools for what site inventory is currently. It is the Contractor's responsibility to ensure minimum thresholds are met. The City will allow for split delivery.

58.Q: You have asked for pricing to include freight on page 21 and on page 27 it indicates freight will be listed separately. Please clarify.

A: Pricing shall include all applicable fees including freight. However, freight shall be listed separately on invoices for reporting purposes.

59.Q: Refiners will not permit loading less than 500 gallons. Your bid state we cannot specify a minimum number of gallons. Please clarify and reconsider your minimum delivery per order.

A: See attachment – Annual Fuel Site Delivery Logs

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage.

On this spreadsheet are two sites (Site 13 and Site 16) that receive less than 500 gallons for each delivery. Please check report from City delivery notification system, PetroTools, for current inventory and see Addendum for requirements at each site location for reorder and minimum and maximum fuel amounts at locations.

ITB FS 17-019 Addendum No. 4

60.Q: Do you maintain minimum levels per tank? For example, if your tank is 10,000 at what point will you place an order?

A: Yes, please check report from City delivery notification system, PetroTools, for current inventory and see Addendum for requirements at each site location for reorder and minimum and maximum fuel amounts at locations.

61.Q: Can we get a copy of your Jet A agreement currently in place? How many gallons are in a typical delivery?

A: See answer to Question 2.

62.Q: Will all pricing go into Planet Bids? If so, where do you want the potential extra fees listed?

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

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

63.Q: The bid specifies a copy of OPIS will accompany each invoice. On page 27 you indicate the supplier must provide a subscription to OPIS for the City. Some suppliers will not provide a copy of OPIS with their invoice and will retype the report, but if a supplier will send the actual daily report with each invoice will you still want a subscription? This will increase costs. Please explain what your objective is with this request.

A: We are not asking for a full OPIS report as we have our own OPIS account. The City will verify the accuracy of charges on its own OPIS report.

64.Q: Please indicate what a minimum order to one site might be, considering we cannot load less than 500 gallons at most refineries.

A: See attachment – Annual Fuel Site Delivery Logs & review Addendum

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage.

65.Q: Will you be ordering to top off tanks, or will you be ordering a certain percentage of any given tank?

A: There are two facilities that may require tanks to be topped off, Site 23 (City Hall) and Site ECOC. For all other sites, review tank inventory report from the City's delivery notification system, PetroTools, to confirm minimum and maximum levels.

66.Q: Which sites require special fittings?

A: Morrison fittings required at our AST sites: 12, 39 and WD1.

67.Q: If a retain occurs due to over ordering on the part of the City will the City provide another site for our driver to go, or do we have to find our own site for the extra fuel?

A: Bidder shall review PetroTools report to confirm the nearest appropriate site for delivery.

67.Q: Based on the projected volume for jet A usage and with the tank size listed as 143 gallons it looks like the City receives around 500 deliveries per year. Is this correct?

A: See attachment – Annual Fuel Site Delivery Logs

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage. Jet A may get two or more deliveries per day in helicopters.

68.Q: On page 14 of 27 you indicate you may have multiple awards. Are you considering awarding by product or by less than 5,999 and more than 5,999?

A: Award will be determined after the City evaluate the costs of the bids.

69.Q: Is R99 supply required in order to place a bid, or will supply of clear and red diesel fuels be accepted?

A: The City's preference is to use R99 for a majority of diesel site locations, with the exception of Site ECOC and 23. However the City will determine reward and requirements after evaluating the costs of the bid. All bids will be accepted.

70.Q: Is supply of R99 going to be required for tank wagon locations?

A: Required for all sites with exception of site ECOC and 23

71.Q: Can you provide the average delivery quantity and average volume/usage for each site?

A: See attachment – Annual Fuel Site Delivery Logs

Attachment shows breakdown by site and fuel type deliveries for a year, as well as average deliveries and total annual usage.

72.Q: Do the sites ever split deliveries?

A: Yes, please refer to report from the City's delivery notification system, PetroTools, for current inventory at all site locations.

73.Q: Has the city ever terminated a fuel contract for convenience in the past? If so, why?

A: No.

74.Q: For the jet A:

- a) Where at the LB Airport will the helicopters park?
- b) Are the fueling hours the same as your own sites
- c) How many times per day do the helos receive fuel?
- d) What is the expected fueling schedule?
- e) How much lead time will you provide?
- f) Re: your generator sites: Most generators are only allowed to operate a few hours per month. Typically filling a generator is "topping off" never allowing the fuel level to get down so far that a full load can be delivered (depends on the tank size, however). Based on your generator tank size(s) will you be running the tanks so low as to take the quantity you have outlined?

A:

- a) 3205 Lakewood Blvd.
- b) 5:30am to 11pm, 7 days a week
- c) 2-4
- d) As needed
- e) 5 minutes
- f) We will not run generators empty

PREPARED BY: Sokunthea Kol, Buyer I

ACKNOWLEDGED BY:

Fulcan Fuels Inc.

Company Name

Robert L. Pham Jr.

Print Name

Robert L. Pham Jr.

Signature

President

Title

2/15/2017

Date

Bid Confirmation #96510

Submitted February 21, 2017 9:36:36 AM (Pacific)
 Submitted To City of Long Beach
 Your eBid can be edited or withdrawn at any time prior to bid Closing.

Bid Detail

Project Title Petroleum Fuels
 Invitation No. ITB FS 17-019
 Bid Posting Date December 22, 2016 10:58 AM (Pacific)
 Bid Due Date February 21, 2017 11:00 AM (Pacific)
 Contact Info Soey Kol - 562-570-6123
 purchasingbids@longbeach.gov
 Bids to Submit electronically on PlanetBids
 Owner's Agent

Vendor Detail

Vendor Falcon Fuels Inc.
 Respondee Carolina Chavez

Comment

If awarded both #3 and #4 all delivery sizes will be the same as #4.

If awarded both #8 and #9 all delivery sizes will be the same as #9.

Attachments

File Title	File Name	File Type
Bid Documents Falcon Fuels	Bid Documents itb fs 17-019.pdf	Complete Bid Document - all pages and sections
Appendix A-F Falcon Fuels submittal	Appendix A-F.pdf	Appendices & Attachment A-F

Line Items**Discount Terms**

Num	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Diesel					
1	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications					
	Ultra Low Sulfur Diesel Fuel	per gallon	175000	\$0.1287	\$22,522.5000	
2	OPIS Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications					
	Ultra Low Sulfur Diesel Fuel	per gallon	175000	\$0.0153	\$2,677.5000	
3	OPIS B5 Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications					
	Renewable Diesel (R99)	per gallon	175000	(\$0.1152)	(\$20,160.0000)	if AWARDED BOTH #3 AND #4 ALL DELIVERY SIZES WILL BE THE SAME AS #4 UNIT PRICE -\$0.1152
4	OPIS B5 Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications					
	Renewable Diesel (R99)	per gallon	175000	(\$0.1152)	(\$20,160.0000)	

5	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications				
	Dyed CARB Diesel Fuel	per gallon	15000	\$0.0410	\$615.0000
6	OPIS Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications				
	Dyed CARB Diesel Fuel	per gallon	15000	\$0.0153	\$229.5000
			Subtotal		(\$14,275.5000)
	Jet A				
7	OPIS Differential Plus/Minus per gallon (TW) per specifications delivery) per specifications				
	Jet "A" Fuel	per gallon	65000	0	0 NO BID ON JET "A" FUEL NO BID
			Subtotal		0
	Unleaded				
8	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications				
	Unleaded Regular (87)	per gallon	250000	(\$0.1196)	(\$29,900.0000) If AWARDED both #8 and #9 all delivery sizes will be the same as #9 - \$0.1196
9	OPIS Differential Plus/Minus per gallon (6,000 plus gallons per delivery) per specifications				
	Unleaded Regular (87)	per gallon	950000	(\$0.1196)	(\$113,620.0000)
10	OPIS Differential Plus/Minus per gallon (up to 5,999 gallons per delivery) per specifications				
	Super unleaded (91)	per gallon	5000	\$0.0594	\$297.0000
			Subtotal		(\$143,223.0000)
	Contract Extension Option				
11	Percentage increase during first extension period. Contractor must enter percentage at the Unit Price (5% would be entered as .05, 10% would be entered as .10, etc.)				
	First Renewal	percentage	1	\$0.0400	\$0.0400
12	Percentage increase during second extension period. Contractor must enter percentage at the Unit Price (5% would be entered as .05, 10% would be entered as .10, etc.)				
	Second Renewal	percentage	1	\$0.0200	\$0.0200
			Subtotal		\$0.0600
	Fee				
13	Flat Hourly Rate				
	Demurrage Fee	per hour	1	\$60.0000	\$60.0000
			Subtotal		\$60.0000
			Total		(\$157,438.4400)