

**CONTRACT BETWEEN
THE CITY OF LOS ANGELES
AND
AAA OIL, INC.
FOR SUPPLY AND DELIVERY OF
UNLEADED GASOLINE AND RENEWABLE
DIESEL
FUEL AT LOS ANGELES INTERNATIONAL
AND
VAN NUYS AIRPORTS**

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**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
AAA OIL, INC. FOR SUPPLY AND DELIVERY OF UNLEADED GASOLINE AND
RENEWABLE DIESEL FUEL AT LOS ANGELES INTERNATIONAL AND VAN NUYS
AIRPORTS.**

THIS CONTRACT, made and entered into this _____ day of _____, 2023, ("Effective Date") by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City"), a municipal corporation and charter city, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and **AAA OIL, INC.**, a California corporation (hereinafter referred to as "Contractor"), with its principal place of business in Garden Grove, California.

RECITALS

WHEREAS, the City authorized the issuance of supply and delivery of bulk unleaded gasoline and renewable diesel fuel with a Request for Bids for the Los Angeles International Airport and Van Nuys Airport, Bid No. 121-097 (hereinafter referred to as "Request for Bids" or "RFB"); and

WHEREAS, in response to said Request for Bids, Contractor submitted a bid (hereinafter referred to as "Contractor's Bid" or "Bid") which was found to be one of the lowest responsive and responsible bids; and

WHEREAS, Contractor is engaged in the business of providing the fuels and services of the type sought by City; and

WHEREAS, the Board has now authorized the purchase of the fuels and the services specified in the Request for Bids.

TERMS and CONDITIONS

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Section 1.0 Scope of Work. Contractor agrees to supply and deliver unleaded and renewable diesel fuel to Los Angeles International Airport and Van Nuys Airport in strict compliance with the conditions and specifications contained in the aforesaid Request for Bids and the prices contained in Contractor's Bid.

Section 2.0 Incorporation by Reference. It is expressly understood and agreed that the Request for Bids including all bid forms, the plans and specifications, including any addenda thereto, the Contractor's Bid and its submitted Bid documents including all of the Administrative Requirements, shall constitute, and are hereby incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform

each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the supply requirements contained in the Request for Bids issued by City. If there is a conflict between the Request for Bids and the Contractor's Bid, the Request for Bids will prevail. Contractor's Bid is attached hereto as Exhibit A.

Section 3.0 Term of Contract.

3.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon the Effective Date stated above and shall expire no later than five (5) years thereafter; subject, however, to earlier termination pursuant to the terms of this Contract.

Section 4.0 Contractor's Payments.

4.1 For all fuel and services provided, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor at the amounts set forth in Contractor's Bid, the total amount for which under this Contract shall not to exceed the total sum of Three Million Five Hundred Thousand Dollars (\$3,500,000). Contractor shall submit to City requests for payment of the amounts due after provision of the fuel and services to the City's satisfaction. City shall pay Contractor under this Contract at rate amount and at the times and in the manner specified in the aforesaid RFB and Bid.

4.2 Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with §3082) of the Civil Code of the State of California, and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

4.3 Subcontractor Prompt Payment. Contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150% of the disputed amount. Contractor shall include this provision in all subcontracts.

Section 5.0 Independent Contractor.

5.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City, or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

5.2 Contractor shall retain the right to provide supplies and perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 6.0 Compliance with Applicable Laws.

6.1 Contractor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

6.2 Should Contractor fail to comply with this Section, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 7.0 Contract Contains Entire Agreement.

7.1 This Contract, the Exhibits attached hereto, and other materials referenced herein, including the Request for Bids, contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

Section 8.0 Termination of Contract.

8.1 For Convenience. LAWA may terminate this contract, with or without cause and without liability for costs or damages of any kind, upon giving the Contractor thirty (30) days advance written notice or as otherwise provided herein. In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned the City thereby.

8.2 For Cause. In the event the Contractor fails to abide by the terms, covenants, and conditions of the awarded contract, LAWA may give the Contractor written notice to correct the defect or default. If LAWA provides such notice and the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within two (2) calendar days after LAWA's mailing of notification, LAWA may, at its sole discretion, terminate the awarded contract forthwith upon giving the Contractor a ten (10) day written notice. Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the awarded contract, the Contractor shall immediately surrender to LAWA all LAWA property including, but not limited

to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

8.3 Force Majeure. Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event Contractor's delay or failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

Section 9.0 Notices.

9.1 Notice to City Written notices to City hereunder, (with a copy to the City Attorney of the City of Los Angeles, Airport Division) shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**Office of City Attorney
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

9.2 Notice to Contractor. Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**AAA Oil, Inc.
Attn: Jennifer Crawley
11621 Westminster Ave.
Garden Grove, CA 92843
Email:**

or to such other address as Contractor may designate by written notice to City.

9.3 The execution of any notice(s) by Chief Executive Officer of City's Department of Airports shall be effective as to Contractor as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the General Manager of LAWA, also known as the Chief Executive Officer ("CEO"), to execute any such notice(s).

9.4 All such notices, except as otherwise provided herein, may either be delivered personally to CEO, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid, with postage fully prepaid, by certified or registered mail, return receipt requested. Personal service shall be effective at the time of service and service by mail shall be effective three (3) days after deposit in the mail. Notice to Contractor may also be given by email. Email notice to Contractor shall be effective on the day following transmission.

Section 10.0 Civil Rights – Title VI Assurances.

10.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

10.2 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

10.3 The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

10.4 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit B, attached hereto and made a material term of this Contract, as such requirements may be amended or

interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit B:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

10.5 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

10.6 Contractor agrees that it shall insert the provisions found in Subsections 10.3 and 10.4, inclusive of Exhibit B in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

Section 11.0 City of Los Angeles Nondiscrimination and Equal Employment Practices/Affirmative Action Program

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

Section 12.0 Business Tax Registration.

12.1 Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, §21.00 and following, of City's Municipal Code).

12.2 Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 13.0 Child Support Orders.

13.1 This Contract is subject to §10.10, of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

13.2 Pursuant to §10.10(b) of the Los Angeles Administrative Code, failure of Contractor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

Section 14.0 Contractor Responsibility Program.

During the term of this Contract Contractor shall fully comply with Contractor Responsibility Program and the LAWA Contractor Responsibility Program Rules and Regulations. In addition:

- (a) Contractor shall comply with all applicable Federal, state, and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) Contractor shall notify LAWA within thirty calendar days after receiving

notification that any government agency has initiated an investigation that may result in a finding that the Contractor is not in compliance with paragraph (a) of this Section.

- (c) Contractor shall notify LAWA within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated paragraph (a) of this Section.
- (d) Contractor shall ensure that its subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (b) and (c) of this Section.
- (e) Contractor shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section.

The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 15.0 Equal Benefits Ordinance.

15.1 Unless otherwise exempt, Contractor certifies and represents that it will comply with the applicable provisions of the Equal Benefits Ordinance (“EBO”), §10.8.2.1 of the Los Angeles Administrative Code throughout the term of this Contract. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term “Non-ERISA Benefits” shall mean any and all benefits payable through benefit arrangements generally available to Contractor’s employees which are neither “employee welfare benefit plans” nor “employee pension plans”, as those terms are defined in §§3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as “employee welfare benefit plans” or “employee pension benefit plans”, and, which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

15.2 Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.”

15.3 The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Contract by City. If Contractor fails to comply with the EBO, the City may cancel or terminate the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40, et seq., Contractor Responsibility Ordinance. If the City determines that Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract.

Section 16.0 Assignment of Anti-Trust Claims.

16.1 Pursuant to California Government Code §4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA the Bidder/Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Contractor.

Section 17.0 Compliance with Los Angeles City Charter §§470(c)(12) and 609(E).

17.1 The Contractor, other underwriting firm members of the underwriting syndicate, Subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter §§470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter §§470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter §§470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution # _____. Pursuant to City Charter §§470(c)(12) and 609(e), underwriting firm, subcontractor and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that

information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, underwriting firms, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 18.0 Municipal Lobbying Ordinance.

18.1 Contractor shall comply with the disclosure requirements, prohibitions and all of the terms and provisions of the City of Los Angeles Municipal Lobbying Ordinance, Los Angeles Municipal Code §48.01, et seq., including any future amendments thereto, throughout the term of this Contract.

Section 19.0 Alternative Fuel Vehicle Requirement Program

19.1 Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are included in Exhibit C.

Section 20.0 Iran Contracting Act of 2010 Compliance Affidavit.

Contractor's compliance with the terms of the Iran Contracting Act of 2010 is made a condition and requirement of this Contract.

Section 21.0 Miscellaneous.

21.1 This Contract, and every question arising hereunder, shall be construed, and determined, according to the laws of the State of California. The venue shall be at the Torrance Branch of the Los Angeles County Superior Court.

21.2 It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

21.3 In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

21.4 The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

Section 22. Electronic Signature.

This Agreement and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[The rest of the page is left blank]

IN WITNESS WHEREOF, By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

APPROVED AS TO FORM:

Hydee Feldstein Soto,
City Attorney

CITY OF LOS ANGELES

Date: _____

By _____

Interim Chief Executive Officer
Department of Airports

By: _____

Assistant/Deputy City Attorney

By _____

Tatiana Starostina
Chief Financial Officer

ATTEST:

AAA OIL, INC.

By Maune Sip
Signature (Secretary)

MAUNE SIP

Print Name

By Ernesto Davalos, Jr.
Signature

ERNESTO DAVALOS, JR.

Print Name

CEO

Print Title

SUBMIT YOUR BID ONLINE USING BOX.COM (SEE ATTACHMENT A)

City of Los Angeles
Los Angeles World Airports
Strategic Sourcing Division
Attention: Bid #121-097

RFB must be delivered prior to:
2:00 P.M. Thursday, June 8, 2023
(Pacific Time)

This is not an order!

Bids that are not uploaded to Box.com prior to 2:00 p.m. will not be considered.

Procurement Analyst: Jacques Braziel
E-mail address: jbraziel@lawa.org

Bids are requested by the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of Five (5) years from the effective date of the contract for:

Supply and Delivery of Bulk Unleaded Gasoline and Diesel Fuels to LAX and Van Nuys Airports

in compliance with the Request for Bids (RFB) terms and conditions, including the attached Specifications for the Purchase of Unleaded Gasoline and Diesel Fuels ("Specifications") and Bid Prices Verification Worksheet.

BIDDERS' RESPONSIBILITY

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. **This bid must be signed** (see page 13 of 13).

BIDDERS' CONFERENCE

Prospective bidders are invited to a bidders' conference at 9:00 a.m. on 5/23/ 2023. The bidders' conference will be conducted via Microsoft Teams.

To join the Microsoft Teams Teleconference (Bidders' Conference online), please follow the instructions in attachment B. **SESSION WILL BE RECORDED.**

- Microsoft Teams Weblink: [Click here to join the meeting](#)
- Microsoft Teams Phone # (for call-in): 1-323-792-6246
- Phone Access Code: **699 754 181**

Additional information regarding the bidders' conference may be obtained from the Procurement Analyst, Jacques Braziel by e-mail at jbraziel@lawa.org. Department personnel will be available to answer questions related to this RFB.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request to the point of contact organizing this meeting at least five business days prior to the meeting you wish to attend. The point of contact will then request the resource through the LAWA ADA Office.

For additional questions regarding special accommodation, please email the ADA Coordinator at ADAOOffice-LAWA@lawa.org.

BID PRICES VERIFICATION WORKSHEET

This Bid Prices Verification Worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached Bid Prices Verification Worksheet.

NOTE: Failure to complete this worksheet may nullify the bid.

State below your **Bid Total** as computed in the Bid Prices Verification Worksheet:

\$ 1,091,864.25

DISCOUNT/MARK-UP

Bids are also requested in the form of a discount you will allow LAWA from the Manufacturer's/ Distributor's published price list/electronic data pricing or mark-up from your cost. This discount is applicable to all items included in the price list. **Only one (1) discount or mark-up per manufacturer is permitted for items not listed in the worksheet.** Percentage discount/mark-up shall remain firm for the duration of the contract.

- The discount/mark-up must be expressed as a single whole number, such as minus or plus 5%. Percentage with a decimal or fraction, such as 5.5% or 5 ½ % is not acceptable. Range of percentages such as "between 4% and 6%" is not acceptable.
- Provide price lists, electronic data pricing or cost sheets supporting your bid prices with this RFB.

Enter your discount/markup for the manufacturers listed in the attached worksheet.

FIXED PRICE(S) #7- #9

The bid is requested in the form of a fixed unit price for the items listed in the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. The fixed unit prices are to remain unchanged for one (1) year from the effective date of the contract.

PRICE ADJUSTMENT

Price adjustments may be requested after the first year and must be documented in writing by providing evidence of the corresponding increase(s) in successful bidder's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. All such request will be reviewed by LAWA's Contract Administrator (state name and address) and will require approval by the Strategic Sourcing Division. Successful bidder must refer to the contract number when submitting their written request for a price increase to LAWA's Contract Administrator.

Price increases are not guaranteed and no price increase will be granted without prior approval. Price reduction may be issued at any time.

PRICE AGREEMENT CONDITIONS

Prices charged to LAWA are based on a percentage discount from published price list or mark-up from bidder's cost. Percentage discount/mark-up shall remain firm for the duration of the contract. Price lists which are submitted with bid must be currently in effect at time of bid opening and shall not be subject to change for a period of ninety (90) days after the bid opening.

Bidder understands and agrees that only ONE discount will apply to ALL items for each manufacturer.

Note:

For price verification, bidders shall clearly mark line items in their price lists corresponding with the line items in the Bid Prices Verification Worksheet.

Submission of electronic pricing data is highly desired (website address, link, email, etc.).

If prices on the price list are raised, LAWA reserves the right to accept such raises or to cancel such items from the contract. LAWA is to be given benefit of any decline in prices immediately upon the effective date of such decline. Changes in price list shall be effective on the date the notice of change is received by the Strategic Sourcing Division, or at a later date designated by the successful bidder. Increases in Price Lists shall not be retroactive.

Terms and conditions in the RFB shall supersede any conflicting conditions in price lists.

Copies of new or revised Price List shall be emailed immediately to Nick Hess: *Contract Administrator*. Price list shall show successful bidder's name along with the contract purchase order/LAWA contract number.

AWARD OF CONTRACT

Award of the contract will be made after investigation of the responsibility of the low bidder. The contract will be awarded to the lowest responsive and responsible bidder meeting the requirements of this RFB. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in this Request for Bids. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded. LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

ADDITION OF PRODUCTS OR SERVICES TO CONTRACT

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting this RFB, but is related to the performance of the contract, successful bidder understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract administrator.

LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

BID

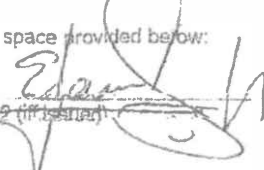
The bid should be submitted on this bid form and not be altered in any way. It is requested that the bid is not reprinted using bidder's company letterhead. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the Specifications. All blank spaces in the bid and Bid Prices Verification Worksheet must be properly filled in, and the phraseology must not be changed.

Any space left blank in the bid and Bid Prices Verification Worksheet, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection.

Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: 
Addendum 1 (if issued)

Signature: 
Addendum 2 (if issued)

Signature: _____
Addendum 3 (if issued)

Signature: _____
Addendum 4 (if issued)

Signature: _____
Addendum 5 (if issued)

Signature: _____
Addendum 6 (if issued)

BID FORMAT

All bidders are required to submit:

- One (1) completed copy of the bid (RFB, Bid Prices Verification Worksheet and Administrative Requirements) online using Box.com (see Attachment A)

COMMUNICATION WITH LAWA

Any communication regarding this RFB must be addressed by e-mail to Procurement Analyst, Jacques Brazier, at jbrazier@lawa.org.

COOPERATIVE ARRANGEMENTS (Piggybacks)

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

Yes ☐ No ☒ Initials ED Firm Name: AAA OIL INC.

RIGHT TO REJECT BIDS

LAWA reserves the right to reject any or all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA's Strategic Sourcing Division, but the same shall be subject to acceptance by LAWA for a period of three (3) months.

LAWA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

REQUEST FOR MODIFICATION

If a bidder claims that any provision of the RFB is unduly restrictive, improper or otherwise precludes a bidder from submitting a bid, the bidder must submit its request in writing that the RFB be modified at least five (5) working days prior to the bid opening/due date. This pre-award protest procedure, and time limit, is mandatory and a bidder's sole and exclusive remedy in the event of a pre-bid protest. A bidder's failure to comply with these provisions shall constitute a waiver of any right to further pursue any Pre-Award Protest, including filing a Government Code claim or legal proceeding. All bidders will be notified by Addendum of any approved changes in the RFB.

TABULATION OF BID RESULTS

Strategic Sourcing Division will attempt reasonable effort to tabulate and post the bid results within ten (10) business days from the bid due date depending upon verification of Specifications, certifications and administrative requirements.

Bid results will not be communicated over the telephone or by fax.

Bidders wishing to obtain bid results may:

Select the web site www.rampla.org.

Note: You must login to www.rampla.org to open the bid recap document.

If this is your first visit, select "Register" at the top of the www.rampla.org screen and complete the requested information. When your registration is complete, you will receive an e-mail with your login information.

To view the bid results (recap):

- Type www.rampla.org in your web browser and press "Enter"
- Select "Login" at the top of the screen and follow the instructions
- Select "Search" at the top of the screen
- Select "Department" and select "Airports, Los Angeles World"
- Select "Status" and select "Closed"
- Select "Type" and select "Request for Bid"

If you know the bid number:

- o Select "Keyword" and enter the bid number in the format 116-XXX for formal bids or L1004XXXXXX for letter bids (also known as fax or e-mail bids)
- o Select the "Search" button at the bottom of the page
- o Select the bid and a summary page will open
- o At the bottom of the page, select "Bid Recap"

If you don't know the bid number:

- o Select the "Search" button at the bottom of the page
- o A list of all closed bids issued by LAWA will be displayed with the most current bids on top.
- o Select the bid that you are interested in and a summary page will open
- o At the bottom of the page, select "Bid Recap"

WHOLE OR SPLIT AWARDS

Under the terms of this request for bid, the Chief Executive Officer (or authorized designee) of the Department of Airports reserves the right to award a resultant contract as a whole for all items to a single qualified bidder, or make individual line item awards to several qualified bidders if doing so will best meet LAWA's needs.

DEVIATION FROM SPECIFICATIONS

These Specifications are to describe the construction, design, size, quality/performance of equipment/goods desired, and are not intended to be restrictive to any particular brand. Bids will be considered for brands deviating from the Specifications if such brands comply substantially with the Specifications. Each deviation from the Specifications must be stated in a separate document attached to the bid response. Submit complete illustrative and technical data on items bid. Failure to do so may nullify bid.

HAZARDOUS SUBSTANCES

If during the course of the contract resulting from this RFB the successful bidder plans to use a product which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386, 7 days prior to the successful bidder's proposed first use of such product the successful bidder shall submit to Nick Hess a Safety Data Sheet (SDS) prepared in compliance with Title 8, California Administrative Code, Section 5194.

SAFETY APPROVAL

Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

SAFETY CODE

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the successful bidder. A copy of the certification shall be delivered with the equipment.

SAFETY REQUIREMENT

The successful bidder agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with said standards and regulations. The successful bidder further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of the awarded bidder's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished to so comply.

TESTS

Representative samples may be taken from each delivery and tested for compliance with Specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

ESTIMATED EXPENDITURE

Total expenditures under this contract are estimated not to exceed \$2,333,333.33(annually). No guarantee can be given that this total will be reached. The successful bidder agrees to furnish more or less at the unit prices quoted in accordance with requirements throughout the contract period.

ESTIMATED QUANTITIES

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Successful bidder agrees to furnish more or less than the estimates throughout the contract period at the unit price(s) quoted.

OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS

LAWA's personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide whether successful bidder or maintenance personnel shall perform additional work. Also, during the course of this contract, successful bidder may be called upon to provide parts and materials above and beyond the stated Specifications but with the same rates and terms as stated in this contract.

State whether you will grant to the LAWA the option to purchase additional work or materials and parts under \$1,000.00 per order.

_____ Option Granted

X Option Not Granted

TAXES:

Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the city at time of award. The city will furnish Federal Excise Tax Exemption Certificate to the supplier. State and other mandatory fees will be listed separately within the monthly invoices.

CARE AND CUSTODY

The successful bidder accepts full responsibility for the security against loss or damage to the equipment involved while in its possession or the possession of any of its agents. Successful bidder shall reimburse the City for any loss or damage to City equipment in its or its agents care or custody.

OPERATION OF VEHICLES

No personal cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots, or off LAWA property. LAWA shall not be responsible for damages, fees or time lost travelling to the airport incurred by employees.

Each vehicle unit or equipment that travels or operates on any part of the airport shall have an approved decal or company name applied to both sides of the vehicle in a location opposite the driver's seat. For vehicles having front doors, the identification should be applied to the front door panels. Magnetic or temporary signs are acceptable if they meet the size and description requirements. The name of the company should be spelled out in letters no less than 1-1/4" high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Manager. Each vehicle or unit of equipment that travels or operates in any restricted area of the Airport shall be equipped with a checkered flag mounted firmly on the vehicle.

Each vehicle or piece of equipment anywhere on the Airport that extends higher than 25 feet above ground shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle, and shall be obstruction lighted per FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles. This flag shall not be less than three (3) feet square consisting of five (5) 1-foot squares of international orange color and four (4) 1-foot squares of white color.

Except as otherwise directed or approved by the Airport Manager, only operators with current restricted area driving passes issued by the Airfield Operations Division will be permitted to operate vehicles in restricted airfield areas. When an operator does not have a current pass, the operator must be escorted by a vehicle driven by an authorized driver.

The maximum vehicular speed allowed at various locations will be established by the Airport Manager. Vehicles shall not exceed a speed of ten (10) miles per hour on any apron or ramp, or 20 miles per hour on the airfield or any service road, or the posted speed limit of any street. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

PERMITS

The successful bidder shall procure all permits and licenses required, pay all charges and fees, and give all notices necessary. The cost of the permits and licenses is incidental to the work and no additional payment shall be made for costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

As to any services performed by the successful bidder under this contract on LAWA property under the awarded contract, the successful bidder shall perform its services in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guideposts, culvert and project markers, signs, structures, and other objects on or adjacent to the worksite, that are not designated for removal, shall be protected from injury or damage. When ordered by the Project Manager, the successful bidder shall provide and install suitable safeguards to protect any object from injury or damage.

The successful bidder shall protect existing pavement and pavement edges against damage or marking from equipment. Areas and routes used by the successful bidder or subcontractors shall be restored to their original condition by the successful bidder before final acceptance of the work.

In instances where any improvement or facility is not referenced in the Specifications, the successful bidder shall not be relieved of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The successful bidder shall pay for and/or satisfactorily repair damage to any property, improvement, or object which may be damaged as a result of the acts of Contractor. If it becomes necessary for LAWA to repair such damage, the successful bidder shall be billed for and shall pay the actual cost to LAWA, for labor and materials plus fifteen percent (15%) administrative costs.

PUBLIC CONVENIENCE AND SAFETY

The successful bidder shall conduct all operations in a manner that will not cause no interference with airplane traffic or normal operation of the Airport. In all operations the successful bidder shall be governed by the regulations and rules of LAWA and shall cooperate fully with the authorized LAWA employee (name) or his/her designated representative.

TERMINATION OF CONTRACT

FOR CONVENIENCE:

LAWA may terminate this contract, with or without cause and without liability for costs or damages of any kind, upon giving the successful bidder a thirty (30) day advance written notice or as otherwise provided herein. In case of default by Contractor/Supplier, the City reserves the right to procure the articles or services from other sources and to hold the Contractor/Supplier responsible for any excess costs occasioned the City thereby.

FOR CAUSE:

In the event the successful bidder fails to abide by the terms, covenants and conditions of the awarded contract, LAWA may give the successful bidder written notice to correct the defect or default. If LAWA provides such notice and the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within two (2) calendar days after LAWA's mailing of notification, LAWA may, at its sole discretion, terminate the awarded contract forthwith upon giving the successful bidder a ten (10) day written notice.

Upon notice (written or otherwise) to the successful bidder of LAWA's decision to terminate the awarded contract, the successful bidder shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the successful bidder and/or its agent(s).

COMPLETION AND ACCEPTANCE

The work shall be under the charge and care of the successful bidder until final acceptance of the work. The successful bidder shall take every precaution against injury or damage to the work from the action of the elements or any other cause, whether or not arising from the execution of the work. The successful bidder shall rebuild, restore, and make good, at the successful bidder's expense, all injuries or damage to the work occurring before acceptance of the work.

Any loss or damage arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the performance of the work, or from any act or omission not authorized by the Specifications on the part of the successful bidder or subcontractor, shall be sustained by the successful bidder.

PROBLEM LOG

In addition to LAWA's right to terminate stated elsewhere, if services provided fall below an acceptable level, as determined by the Project Manager at LAWA or his/her representative (collectively, "Project Manager"), the Project Manager may notify the successful bidder in writing of the problem(s) via a Discrepancy Report (DR). The successful bidder shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If two (2) DRs are issued to the awarded bidder within any twelve (12) month period of the awarded contract, LAWA may terminate the contract within ten (10) calendar days after the awarded bidder receives the second DR.

SUCCESSFUL BIDDER'S RESPONSIBILITY

Neither the final acceptance nor the final payment, nor any provision in the contract documents shall relieve the successful bidder of responsibility for faulty material/equipment/quality of work. The Project Manager shall give notice of observed defects to the successful bidder with reasonable promptness. The successful bidder shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance.

INSURANCE

Successful bidder shall provide proof of all specified insurance and related requirements to LAWA prior to commencement of the awarded contract as per the Insurance provisions contained in this RFB.

REFERENCES

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

	1	2	3	4
Company Name	ORANGE COUNTY TRANSPORTATION AUTHORITY	SOUTHERN CAL. EDISON	METROPOLITAN WATER DIST. OF SO. CAL.	STATE OF CALIFORNIA CALTRANS
Address	550 S. MAIN ST. ORANGE, CA 92668	2131 WALNUT GROVE AVE. ROSEMARE, CA 91770	700 MORENO AVE LA VERNE, CA 91750	701 3RD ST., 2ND FL. JWB SACRAMENTO, CA 95802
Phone Number	714-560-5781	909-762-3729	909-392-0290	916-204-9414
Email Address	RRJAS@CTA.NET	ROSANDO. MUNOZ@ SCE.COM	JPOLI@ MWDH20.COM	JENNIFER. GOTTFRIED@ DOT.CA.GOV
Contact Person	RON ROJAS	RJ MUNOZ	JOHN POLI	JENNIFER GOTTFRIED
Project Date	CURRENT CONTRACTS	CURRENT CONTRACT	CURRENT CONTRACT	CURRENT CONTRACT

Project Description	SUPPLY & DELIVERY OF FUEL & LUBRICANTS	SUPPLY & DELIVERY OF FUEL TO CA, AZ, NV	SUPPLY & DELIVERY OF FUEL TO LOCATIONS	SUPPLY & DELIVERY OF FUEL TO MULTIPLE REMOTE LOCATIONS
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COMPLIANCE WITH APPLICABLE LAWS

Successful bidder shall, at all times during the performance of its obligations under the awarded contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Successful bidder shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of successful bidder's noncompliance with such enactments. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

Should successful bidder fail to comply with this Section, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Successful bidder will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

DISABLED ACCESS

As directly related to successful bidder's responsibilities with regard to the awarded contract, successful bidder shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by successful bidder. Successful bidder shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, successful bidder's noncompliance. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

Should successful bidder fail to comply with the Applicable Laws section above, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Successful bidder will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

INDEPENDENT CONTRACTOR

It is the express intention of the parties that the successful bidder is an independent contractor and not an employee, agent, joint venture or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the successful bidder and City, or between the successful bidder and any official, agent, or employee of City. Both parties acknowledge that the successful bidder is not an employee of City.

The successful bidder shall retain the right to provide supplies and perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

ENVIRONMENTALLY FAVORABLE OPERATIONS

If applicable, successful bidder acknowledges for itself and any subcontractors that its provision of service under the awarded contract will be subject to all Department policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (hereinafter collectively referred to as ("LAWA Policies")) as such LAWA Policies may be promulgated, revised and amended from time-to-time."

LIST OF SUBCONTRACTORS: (attached)

The bid must be accompanied by a list which specifies the name, address and California Contractor License # of each subcontractor who will perform labor or render service to the bidder in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent of the prime contractor's total bid or \$10,000.00, whichever is greater.

SUBCONTRACTOR PARTICIPATION PLAN

If subcontractor(s) will be used, bidders must complete all fields, regardless of the dollar amount, in the attached Subcontractor Participation Plan form (see administrative requirements).

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

To be eligible to participate in the LBPP, please refer to the attached LBPP instructions which follows the bid and is hereby incorporated into this RFB by reference.

If a vendor is selected under the LBPP, the selected vendor must be certified by the Bureau of Contract Administration/Office of Contract Compliance (BCA/OCC) as a Local Business or Provisionally Qualified Local Business at the time of award.

If you are already a certified City of Los Angeles Local Business Enterprise, please indicate your RAMPLA Company ID Number here: N/A.

If you are applying for a new certification or renewal, fill in LAWA as the Referring Department on the Local Business Certification Affidavit of Eligibility form. (See attached steps titled "Apply for the LBE Certification" to obtain application).

Note: Harbor LBE certification does not apply to LAWA projects.

DELIVERY

Prices quoted in the Bid Prices Verification Worksheet shall include all delivery and unloading charges to LAWA at various locations throughout Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

Please see Specifications for addresses.

Successful bidder owns goods in transit and must file any claim with shipper/manufacture for any loss of, or damage to, goods in transit.

ADMINISTRATIVE REQUIREMENTS

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, complete, comply with and return the Administrative Requirements with the bid response, may render the bid non-responsive.

Note:

LAWA Accounts Payable offers the optional service of electronic payment via Electronic Funds Transfer (EFT). To request this service, complete the attached Vendor Set Up Request Form for Automated Clearing House (ACH) and submit form with the required documentation to the address or email stated on the form.

"NO BID" RESPONSES

If you are not submitting a bid for the attached items/project, do take a moment to tell us about your decision. LAWA is interested to hear from companies that decide not to bid.

You can download the "No Bid" form from the www.rampla.org website, complete form and return via e-mail or fax (see page 1) to the Procurement Analyst. "No bid" responses are due on or before the due date and specified time.

Note:

If you do not provide the material/service requested in this RFB, you need not respond.

THE BID MUST BE SIGNED:

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity.

Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.

Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.

Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

Company's Name: AAA OIL INC. (Print)

Corporation ☐ LLC Corporation ☐ S Corporation ☒ Sole proprietor ☐ Partnership ☐

Street Address: 11621 WESTMINSTER AVE City: GARDEN GROVE State: CA Zip Code: 92843

Telephone No: 714 - 530 - 4715 Fax No: 714 - 530 - 5026 E-mail Address: jcrawley@cafueling.com

Name and Title(s): EFRAIN DIAZ, JR., CEO, SECRETARY (Print)

Signature: [Signature]

Name and Title(s): [Signature] (Print)

Signature: _____

Contact Person (if different from above): JENNIFER CRAWLEY Contact Phone: 714 530 4715 (Print)

PAYMENT TERMS: Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: _____ % _____ days (minimum 25 days for net bid award consideration).

SPECIFICATIONS FOR THE PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUELS AT LOS ANGELES INTERNATIONAL AIRPORT (LAX) AND VAN NUYS (VNY) AIRPORTS

General

References to Contractor shall be synonymous with bidder, vendor, or operator and shall mean the company that is submitting the bid, and performing said duties.

Scope

These specifications are for the purchase and delivery of unleaded gasoline and diesel products for vehicles operated by Los Angeles World Airports (LAWA). The quantities contained within the bid documents are estimates only based on historical data. LAWA's Fleet Services will order fuel based on actual quantities needed. Vendors must have the capability of delivering the petroleum fuels in accordance with the specifications. LAWA reserves the right to evaluate the prospective bidders, including their fleet size and references to determine whether they have the capability to meet the requirements of LAWA.

Estimated Expenditure

Total expenditure for unleaded and diesel fuel is estimated to be \$700,000 annually. In order to ensure a constant supply of fuel, two five year contracts of \$3,500,000 each are to be awarded. No guarantee can be given that this total will be reached or that it will not be exceeded. Bidder agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

Estimated usages:

LAX 22,000 gallons unleaded per month
LAX 7,000 gallons diesel per month
VNY 1500 gallons unleaded per month
VNY 500 gallons diesel per month

LAWA's fuel tanks consist of:

Unleaded – 20,000 UST (LAX)
Unleaded – 6,000 UST (VNY)
Diesel – 10,000 UST (LAX)
Diesel – 6,000 AST (LAX)
Diesel – 1,000 UST (VNY)

Cost Calculation

This bid utilizes a fixed price margin based on Oil Price Index Service (OPIS) pricing. The vendor will be required to have access to this service to properly cost and validate their billing. More information on OPIS can be obtained at opisnet.com or (888) 301-2645.

Unleaded pricing shall be based on OPIS NEWSLETTER PRICES WITHOUT CAR COST LOS ANGELES, CA **OPIS GROSS CARFG ETHANOL (10%)** – RACK AVG.

Renewable Diesel pricing shall be based on OPIS NEWSLETTER PRICES WITHOUT CAR COST LOS ANGELES, CA **OPIS GROSS RENEWABLE R99 ULTRA LOW SULFER DISTILLATE No. 2** - RACK AVG.

Diesel pricing shall be based on OPIS NEWSLETTER PRICES WITHOUT CAR COST LOS ANGELES, CA **OPIS GROSS CARB ULTRA LOW SULFER DISTILLATE No. 2** - RACK AVG.

The price margin will include the cost of freight so the freight cost will not be listed as a separate line item. The price margin will include vendors cost for fuel, labor, insurance, profit, overhead and any other cost incurred in providing and delivering fuel. The price margin should not include any taxes. State and other mandatory fees will be listed separately within the monthly invoices. **THE OPIS PUBLISHED DATE TO BE USED FOR THIS RFB WILL BE PROVIDED WITHIN THE BID DOCUMENTS.**

Emergencies

The successful bidder shall maintain a fueling facility or a contract with a fueling facility capable of supplying LAWA's fueling needs 24 hours-a-day, 7 days-a-week. Award of this contract also includes a commitment by the successful bidder to support LAWA in the event of a local or regional emergency. Vendors understand this commitment and agree to maintain at least one each 10,000 gallon unleaded and diesel fuel truck in constant readiness and availability for delivering fuel to LAWA within 4 hours of notification. Further, in case of earthquake, flood, wild land fires or other calamity, the vendor will assign those trucks to service LAWA at the LAX location, give LAWA priority ahead of other customers and continue to make deliveries during the event.

Product Qualification

The fuel delivered under this contract shall comply with the latest requirements of the California Air Resource Board (CARB) as well as all provisions of the South Coast Air Quality Management District (SCAQMD) and American Society of Testing and Materials (ASTM) laws, regulations and standards. Regular unleaded gasoline shall be rated at 87 octane minimum and will be CARB approved, blended with ethanol or other state approved oxygenating chemicals. Renewable Diesel and Diesel fuel will be the current formulation of clear ultra-low sulfur diesel.

Fuel Quality and Warranty

Vendor shall provide petroleum fuels of such quality as to be equal to or better than other commercial customers and carry the same fuel warranty. Fuels will be processed to meet all Federal and State standards. If fuel is found to be of poor quality and interferes with the operating of LAWA equipment or is delivered to an incorrect tank, the vendor shall remove the fuel the same day and replace it at no cost to LAWA.

Deliveries

Vendor will be required to have the ability to fuel both above and underground storage tanks (AST & UST) and meet LAWA requirements in addition to any other commitments the bidder may have. Vendor will be required to have the ability to pump fuel into AST's, UST's, and Mobile Fuel Trucks. Bidder must provide deliveries to the following LAWA facilities:

LAX – Fleet Maintenance - 7411 World Way West, Los Angeles CA 90045
LAX – Fire Station 80 - 7250 World Way West, Los Angeles CA 90045
VNY – Maintenance Yard - 16813 Stagg St, Van Nuys CA 91406

Normal deliveries shall take place between the hours of 7:00am – 5:00pm Monday through Friday unless otherwise noted. The driver representing the vendor is required to obtain a signature from the Director of Maintenance Services or his designee on the delivery receipt for each delivery. A copy of this document shall be provided to Fleet Services prior to departure.

Delivery Problems

Vendor will be required to contact the Director of Maintenance Services or his designee to report any delivery problems or delays. If delays should occur due to problems at the fueling rack, including fuel shortages, crowding, technical or pipeline problems, the vendor will make every effort to obtain fuel at another rack and make the delivery as ordered/scheduled. If delivery cannot be completed on the day scheduled, the vendor must notify the Director of Maintenance Services or his designee. This notification is mandatory and cannot be avoided by rescheduling delivery for the following day.

Unacceptable Service

Any deficiencies or violation of these specifications as part of this contract will be documented with a *Notice to Correct Unacceptable Service* (NTCUS) issued to the contractor. A NTCUS is formal written documentation of the Contractor's lack of performance or non-performance for contracted work. If two (2) NTCUS' are issued to the Contractor within the contract, LAWA reserves the right to terminate the contract within ten (10) days after the Contractor receives the second NTCUS. In the event the contractor fails to provide products/services as described within these specifications, LAWA will obtain the

products/services by whatever means available and will charge the contractor any costs incurred, plus a 15% administrative fee.

Truck Requirements

Fuel deliveries will be made using vendor-owned or leased trucks equipped for pumping or by major carriers with pumping capabilities. Additional charge for pumping fuel into tanks is not permitted. Trucks shall be fully equipped with suitable hoses and couplings, be in good mechanical condition and appearance, and display the appropriate placard identification for the fuel being delivered. Vendor shall have the capability to gravity feed or pumping fuel for the purpose of delivering to fuel trucks, AST's, or UST's. Any fuel spills or leaks caused by delivery shall be immediately cleaned up and removed by the vendor. Failure to promptly clean and remove fuel spills or failure to follow all applicable laws or regulations may result in cancellation of contract.

Ordering

Fuel orders will be placed via telephone or email by LAWA Fleet personnel. Orders placed by 11:00am shall be delivered the next business day. Orders placed after 11:00am shall be delivered the next business day when possible, but no later than the second business day after the order was placed. Vendor must have staff available to receive and process orders between the hours of 7:00am – 5:00pm. The use of answering services, voicemail or automated answering systems is not allowed. Although not anticipated, there may be the rare occasion where a same-day delivery is needed due to unforeseen circumstances or emergencies. Vendor must have the ability to deliver same-day on an as-needed basis. Under these situations, it is understood that same-day deliveries are outside of the norm and delivery times and schedules will be flexible and not held to the 5:00pm deadline.

Reports

Vendor shall provide LAWA quarterly delivery reports. The delivery reports are to include, but not be limited to; invoice number, order date, delivery date, delivery time, quantity of delivery, total cost of delivery, delivery site, type of delivery (scheduled, emergency, tank check, etc.) and status of payment. Reports shall be formatted for use in MS/Excel format. Delivery of report shall occur by the 10th day following the close of the preceding quarter. If the 10th day falls on a weekend or holiday, it shall be due the following business day. Delivery shall be via email to the Director of Maintenance Services or his designee.

Miscellaneous

Demurrage - LAWA shall be entitled to one-hour "standard time" at no charge for the purposes of unloading. If Vendor is unable to begin unloading fuel within one hour after arrival at a LAWA facility due to delays caused by LAWA operations, vendor may assess demurrage charges. Demurrage charges shall apply in increments of one-quarter (1/4) hour.

Retained Fee – Vendor shall be entitled to a retained fee when a full load ordered cannot be accepted, or if for a delivery that is refused by LAWA's Director of Maintenance or their designee. This fee is may be applied when LAWA requires the vendor take a load of fuel back (including partial load).

Tank Check Program - LAWA will require deliveries during tank checks. Vendor understands that when top off orders are placed, minimum short order charges do not apply. Top off charges shall be flat rated per delivery.

Contact Information – Normal Orders

Name & Title of Contact: JENNIFER CRAWLEY, MKG. MGR. CONTRACTS

Email: JCRAWLEY@CAFUELING.COM

Phone: 714-530-4795

Contact Information – Emergency Orders (must be available 24 hours a day)

Name & Title of Contact: DISPATCH - MANNED 24/7

Email: FUELS@CAFUELING.COM

Phone: 714-530-4795

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.

Project Title: BID# 121-097 Today's Date: 5-31-2023

BIDDER/PROPOSER COMPANY INFORMATION				BID/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES	
NAME: <u>AAA OIL INC</u>		ETHNICITY: <u>HISPANIC</u>		1,091,864.25		<u>SUPPLY + DELIVERY</u> <u>OF GAS + DIESEL FUEL</u> <u>TO LAX + VAN NUYS</u> <u>AIRPORTS</u>	
ADDRESS: <u>11624 WESTMINSTER AVE.</u>		GENDER: <u>MALE</u>					
CITY/STATE/ZIP: <u>GARDEN GROVE CA 92843</u>		FEDERAL TAX ID #: <u>18-07122</u>					
CONTACT NAME: <u>JENNIFER CRAWLEY</u>		EMAIL: <u>Krwl@ccc.com</u>					
TELEPHONE NO: <u>714-520-4795</u>							
CERTIFICATION TYPE: ACDBE DBE DVBE <input checked="" type="checkbox"/> MBE LBE LSBE SBE WBE CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA DVA USWCC NWBOC WBEC-WEST <input checked="" type="checkbox"/> OTHER <u>NMSDC</u>						NAICS: <u>454310, 424720</u>	
SUBCONTRACTOR COMPANY INFORMATION				\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES	
NAME: <u>N/A</u>		ETHNICITY:		NONE			
ADDRESS:		GENDER:					
CITY/STATE/ZIP:		FEDERAL TAX ID #:					
CONTACT NAME:		EMAIL:					
TELEPHONE NO:							
CERTIFICATION TYPE: ACDBE DBE DVBE MBE LBE LSBE SBE WBE CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA DVA USWCC NWBOC WBEC-WEST OTHER						NAICS:	
NAME:		ETHNICITY:					
ADDRESS:		GENDER:					
CITY/STATE/ZIP:		FEDERAL TAX ID #:					
CONTACT NAME:		EMAIL:					
TELEPHONE NO:							
CERTIFICATION TYPE: ACDBE DBE DVBE MBE LBE LSBE SBE WBE CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA DVA USWCC NWBOC WBEC-WEST OTHER						NAICS:	

Rev 8/9/17

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:		ETHNICITY:				
ADDRESS:		GENDER:				
CITY/STATE/ZIP:		EMAIL:				
CONTACT NAME:		FEDERAL TAX ID #:				
TELEPHONE NO:						
CERTIFICATION TYPE: ACDBE DBE DVBE MBE LBE LSBE SBE WBE						
CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA						NAICS:
DVA USWCC NWBOC WBEC-WEST OTHER						
NAME:		ETHNICITY:				
ADDRESS:		GENDER:				
CITY/STATE/ZIP:		EMAIL:				
CONTACT NAME:		FEDERAL TAX ID #:				
TELEPHONE NO:						
CERTIFICATION TYPE: ACDBE DBE DVBE MBE LBE LSBE SBE WBE						
CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA						NAICS:
DVA USWCC NWBOC WBEC-WEST OTHER						
NAME:		ETHNICITY:				
ADDRESS:		GENDER:				
CITY/STATE/ZIP:		EMAIL:				
CONTACT NAME:		FEDERAL TAX ID #:				
TELEPHONE NO:						
CERTIFICATION TYPE: ACDBE DBE DVBE MBE LBE LSBE SBE WBE						
CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA						NAICS:
DVA USWCC NWBOC WBEC-WEST OTHER						
NAME:		ETHNICITY:				
ADDRESS:		GENDER:				
CITY/STATE/ZIP:		EMAIL:				
CONTACT NAME:		FEDERAL TAX ID #:				
TELEPHONE NO:						
CERTIFICATION TYPE: ACDBE DBE DVBE MBE LBE LSBE SBE WBE						
CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA						NAICS:
DVA USWCC NWBOC WBEC-WEST OTHER						

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:		ETHNICITY:				
ADDRESS:		GENDER:				
CITY/STATE/ZIP:		RACE:				
CONTACT NAME:		FEDERAL TAX ID #:				
CERTIFICATION TYPE:	ACDBE CBE DBE MBE LBE LSBE SBE WBE					
	CITY OF LA CALIF DGS CALTRANS METRO SBA					
	SWA NWBC WBE WEST OTHER					

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed and the subcontractors anticipated to be utilized in this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions and I further understand and agree that any and all changes or substitutions must be authorized by the LANA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

Participation Level(s) Proposed by Bidder/Proposer:

☐ ACDBE
☐ DBE
☐ DBE
☐ DBE
☐ LBE
☐ LSBE
☒ MBE/WBE
☐ SBE

100%

Goal(s) Stated in the Request for Bid/Proposal:

☐ ACDBE
☐ DBE
☐ DBE
☐ DBE
☐ LBE
☐ LSBE
☐ MBE/WBE
☒ SBE

3%

Erpain Davalos, Jr.

5-31-23

Date

ERPAIN DAVALOS, JR.

714 530-4795

Firm Name

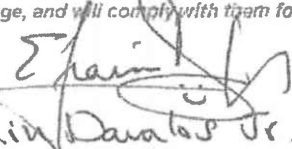
Title

Phone

CEO SECRETARY

Rev 3/3/17

VENDOR IDENTIFICATION FORM

GENERAL INFORMATION			
Legal Name: AAA OIL INC.		Doing Business As: CALIFORNIA FUELS & LUBRICANTS	
Are you an independent contractor eligible to receive a 1099-MISC? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> EIN or SSN: _____		License or Registration Number (if applicable): _____	
(A TIN (SSN or EIN) and W-9 are required)		Payment Terms (code): <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table>	
		Seller's Permit Number (if applicable): 100-538640	
Ownership:	Applicable to Out-of-state Vendors:	BTRC/Vendor Registration Number:	
<input type="checkbox"/> Individual / Sole Proprietor	Submit per CA FTB Pub 1017, Resident/Nonresident Withholding Guidelines for information go to : www.ftb.ca.gov/	<table border="1" style="display: inline-table; width: 200px; height: 20px; text-align: center;">53944</table>	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Form-590 <input type="checkbox"/> Form-588		
<input type="checkbox"/> Partnership	<input type="checkbox"/> Form-589 <input type="checkbox"/> Form-587	<input type="checkbox"/> BTRC/VRN application pending (please attach the application)	
<input type="checkbox"/> Governmental Entity	For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515	For instructions please go to: https://atax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm	
<input type="checkbox"/> Other (specify): _____			
BUSINESS ADDRESS			
Street: 11021 WESTMINSTER AVE. Suite #: _____		Contact Person: JENNIFER CRAWLEY	
City: GARDEN GROVE		Contact Person's Title: MARKETING MGR-CONTRACTS	
State: CA Zip Code: 92843		Fax: 714-530-5024 Phone: 714-530-4795	
Website: WWW.CAPUELING.COM		Email: JCRAWLEY@CAPUELING.COM	
Remittance address (if required and different from the above): _____			
BUSINESS INFORMATION			
Service Area: International <input type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local <input checked="" type="checkbox"/>		Years in Business: 18.5 Number of Employees: 90	
BUSINESS CERTIFICATION (Check all that apply)			
<input type="checkbox"/> Woman-Owned Business Enterprise (WBE)		<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	
<input checked="" type="checkbox"/> Minority Business Enterprise (MBE) (CERT ATTACHED)		<input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise	
<input type="checkbox"/> Small Business Enterprise (according to SBA criteria)		<input type="checkbox"/> Small and Local Business Enterprise (SLB)	
<input type="checkbox"/> Minority Women Business Enterprise (MWB)		If required, please attach copies of all applicable certifications.	
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE			
EEO Officer (name): CHRISTINA DUENAS		Phone Number: 714-530-4795	
EEO Officer's Title: OFFICE MANAGER		Email: CDUENAS@CAPUELING.COM	
Have you had contracts with the City of Los Angeles in the last 10 years? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.			
CERTIFICATION			
The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein.			
The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.			
Authorized Signature: 		Date: 5/31/23	
Print Name: Efrain Dantas Jr.		Title: CEO / SECRETARY	
For LAWA use only:			
Project name: _____		Project No: _____	
Requesting Division: _____		Contact Person: _____ Phone No: _____	
SAP Action (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address			

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Form VIF 03/26/19

THIS CERTIFIES THAT

AAA Oil, Inc.

dba California Fuels & Lubricants



* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 424720; 324191; 333914; 454310; 484230

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/06/2023

Issued Date

SC03832

Certificate Number

07/01/2024

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the printed name.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Virginia Gomez", is positioned above the printed name.

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile:

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Current and Prior City of Los Angeles Contracts

N/A

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF Orange)
) ss.:
)Efrain Davalos

being first duly sworn, deposes and says:

that he or she is the CEO/Secretary ofAAA Oil Inc. DBA Cali Firma Fuels & Lubricants who submits herewith

(Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name:

Title:

Efrain Davalos Jr. *

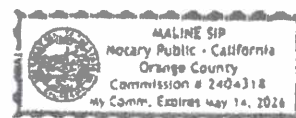
CEO - SECRETARY

Subscribed and sworn to (or affirmed) before me on this 20th day of May, 2023 by

Efrain Davalos, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Malin Serris
Notary Public

(Notarial Seal)



Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1950.

☒ Original Filing ☐ Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): BID# 121-197 Date Bid Submitted: 5/31/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
SUPPLY & DELIVERY OF GULF UNLEADED GASOLINE & DIESEL FUELS TO LAX, VAN NUYS AIRPORTS

Awarding Authority (Department awarding the contract): LOS ANGELES WORLD AIRPORTS, STRATEGIC SERVICES DIV.

Bidder Name: DATA OIL, INC.

Bidder Address: 11121 WESTMINSTER AVE., GARDEN GROVE, CA 92843

Bidder Email Address: jcraulis4@comcast.net Bidder Phone Number: 714-530-4795

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one) The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. (If you check "Yes", Schedule A is required.)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2. SCHEDULE B – Subcontractors and Their Principals (check one) The bidder has one or more SUBCONTRACTORS on this bid or proposal with: subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>3</u>		

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Efrain Ocasio Jr.
Name

CEO SECRETARY
Title

Efrain Ocasio Jr.
Signature

5/31/2023
Date

Prohibited Contributors (Bidders)



Schedule A - Bidders' Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>JAIME DUENAS</u>	Title: <u>PRESIDENT / OWNER</u>
Address: <u>11021 WESTMINSTER AVE., GARDEN GROVE, CA 92843</u>	

Name: <u>ETRAIN DAVALOS, JR.</u>	Title: <u>CEO, SECRETARY / OWNER</u>
Address: <u>11021 WESTMINSTER AVE, GARDEN GROVE, CA 92843</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule A pages are attached.



Prohibited Contributors (Bidders)

N/A

Schedule B - Subcontractors with Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule B pages are attached.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE. BID # 121-077

B. BIDDER/CONTRACTOR INFORMATION:

AAA OIL, INC. CALIFORNIA FUELS & LUBRICANTS
Legal Name DBA
1121 WESTMINSTER AVE. GARDEN GROVE CA 92643
Street Address City State Zip
JENNIFER CRAWLEY
MGR - MGR - CONTRACTS 714-530-4795 714-530-5026
Contact Person, Title Phone Fax

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☒ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. Please complete all questions and sign Attachment A.
- ☐ A copy of the initial CRP Questionnaire dated ____/____/____. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Efrain Davalos Jr. CEO Efrain Davalos Jr.
Print Name, Title Signature Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

TOO MANY TO LIST- PLEASE SEE REFERENCES PROVIDED FOR A SAMPLE

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Efrain Davalos Jr. CEO Efrain Davalos Jr. 5-31-2013
Print Name, Title Signature Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

AAAC INC, 11021 WESTMINSTER AVE, GARDEN GROVE, CA 92843 714-530-4795
Company Name, Address and Phone Number

Sham
Signature of Officer or Authorized Representative

5-31-2023
Date

Erin Davalos Jr. CEO
Print Name and Title of Officer or Authorized Representative

BID # 121-097
Project Title

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

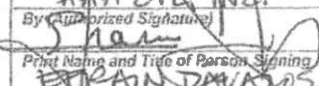
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) AAA OIL INC.		BTRC (or n/a) 53944
By (Authorized Signature) 		
Print Name and Title of Person Signing EXTRIN DAVIS, JR. - CEO / SECRETARY		
Date Executed 5-31-23	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

LAWA EBO COMPLIANCE

FOR LAWY CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: AAA OIL, INC.
Company Address: 11421 WESTMINSTER AVE.
City: GARDEN GROVE State: CA Zip: 92843
Contact Person: ERRIN DAVIS Phone: 714-304-745 E-mail: edavis@cafueling.com
Approximate Number of Employees in the United States: 90
Approximate Number of Employees in the City of Los Angeles: 13

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☒..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner. (IF SPOUSE OR DOMESTIC PARTNER HAS OWN EMPLOYER INSURANCE)
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

AAA OLL INC. will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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.

Executed this 31 day of MAY, in the year 2020, at GARDEN GROVE, CA
(City) (State)
[Signature]
Signature
Efrain Pavales Jr.
Name of Signatory (please print)
CEO, SECRETARY
Title
11021 WESTMINSTER AVE.
Mailing Address
GARDEN GROVE, CA 92843
City, State, Zip Code
65-0593652
EIN/TIN

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP) BID # 121-097	Awarding Authority (Department awarding the contract) LAWA
Bidder Name AAA OIL, INC.	
Address 11021 WESTMINSTER AVE., GARDEN GROVE, CA 92843	
Email Address jcrowley@cafueling.com	Phone Number 714-530-4795

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

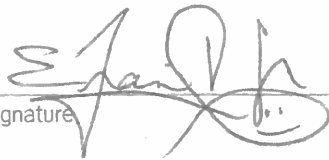
B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

ERAIN DAVALOS, JR

 Name
CEO - SECRETARY

 Title



 Signature
5-31-2023

 Date

Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

X Signature: _____ Addendum 1 (if issued) _____
Signature: _____ Addendum 2 (if issued) _____
Signature: _____ Addendum 3 (if issued) _____
Signature: _____ Addendum 4 (if issued) _____
Signature: _____ Addendum 5 (if issued) _____
Signature: _____ Addendum 6 (if issued) _____

BID FORMAT

All bidders are required to submit:

- One (1) completed copy of the bid (RFB, Bid Prices Verification Worksheet and Administrative Requirements) online using Box.com (see Attachment A)

COMMUNICATION WITH LAWA

Any communication regarding this RFB must be addressed by e-mail to Procurement Analyst, Jacques Brazier, at jbrazier@lawa.org.

COOPERATIVE ARRANGEMENTS (Piggybacks)

From time to time other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

____ Yes ☒ No Initials ED Firm Name: AAA OIL INC.

RIGHT TO REJECT BIDS

LAWA reserves the right to reject any or all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWVA's Strategic Sourcing Division, but the same shall be subject to acceptance by LAWVA for a period of three (3) months.

LAWA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

REQUEST FOR MODIFICATION

If a bidder claims that any provision of the RFB is unduly restrictive, improper or otherwise precludes a bidder from submitting a bid, the bidder must submit its request in writing that the RFB be modified at least five (5) working days prior to the bid opening/due date. This pre-award protest procedure, and time limit, is mandatory and a bidder's sole and exclusive remedy in the event of a pre-bid protest. A bidder's failure to comply with these provisions shall constitute a waiver of any right to further pursue any Pre Award Protest, including filing a Government Code claim or legal proceeding. All bidders will be notified by Addendum of any approved changes in the RFB.

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS (LAWA)

Bid Worksheet for Diesel and Unleaded Fuel Delivery Services at LAX & VNY BID # 121-097

ENTER THE NAME OF YOUR FIRM HERE: AAA OIL, INC.

INSTRUCTIONS FOR USE OF THIS SPREADSHEET:

- Use Excel spreadsheet on the website: www.rampla.org to complete your worksheet.
- It is recommended that you save this file to your computer; it will not be saved on the website.
- Enter your bid pricing in the "Yellow Highlighted" column
- Enter the name of your firm above in the appropriate area.
- This spreadsheet will then calculate your net bid quotation
- DO NOT E-MAIL OR FAX THIS SPREADSHEET IT MUST BE SUBMITTED WITH YOUR BID**

DESCRIPTION OF SERVICES:		PRICE PER UNIT (OPIS AS OF 5/01/23, HOURLY FEE)	PER GALLON DECIMAL DISCOUNT/MARK- UP*	Total Discount/Mark-up	UNITS IN GALLONS, TIME OR FEE	Total
LINE	COST					
1	Unleaded Fuel - Full Load Deliveries (3500 gallons or greater)	\$2.9779	-\$0.20060	\$2.7773	300000	\$833,190.00
2	Unleaded Fuel - Short Load Deliveries (3499 gallons or less)	\$2.9779	-\$0.09520	\$2.8827	3499	\$10,086.57
3	Renewable Diesel R99 - Full Load Deliveries (3500 gallons or greater)	\$2.9532	-\$0.08700	\$2.8662	65000	\$186,303.00
4	Renewable Diesel R99 - Short Load Deliveries (3499 gallons or less)	\$2.9532	\$0.25360	\$3.2068	3499	\$11,220.59
5	<i>Diesel Fuel - Full Load Deliveries (3500 gallons or greater)</i>	\$2.5589	-\$0.05410	\$2.5048	5000	\$12,524.00
6	<i>Diesel Fuel - Short Load Deliveries (3499 gallons or less)</i>	\$2.5589	\$0.28650	\$2.8454	3499	\$9,956.05
7	Demurrage Hourly Rate	\$125.00			1	\$125.00
8	Delivery Refusal/Rationed Fee	\$250.00			1	\$250.00
9	Tank Check Fee - per delivery	\$0.00			1	\$0.00
	* If discount will be given, enter minus sign before whole number.					

2/28/23

ENTER THE NAME OF YOUR FIRM HERE: AAA OIL, INC.

			Bid Total:			\$1,063,655.22
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CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

"CARB" shall mean the California Air Resources Board.

"Covered Vehicle" is defined in Section II below.

"Compliance Plan" is defined in subsection VII.C. below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

II. Covered Vehicles.

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

III. Maximum Allowable Vehicle Age Requirement. In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

IV. Compliance Schedule.

A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.

B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

V. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

VI. Annual Reporting Requirement.

A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.

B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.

C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

VII. Enforcement.

A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:

- i) Failure to submit an annual report pursuant to Section VI above.
- ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
 - iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.
- B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.
- C. Compliance Plan.**
- i) Operators shall transition to compliant vehicles as soon as practicable.
 - ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
 - iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
 - iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.
- D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

IX. Periodic Review. This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

**CONTRACT BETWEEN
THE CITY OF LOS ANGELES
AND
MERRIMAC PETROLEUM, INC.
FOR SUPPLY AND DELIVERY OF
UNLEADED GASOLINE AND RENEWABLE
DIESEL
FUEL AT LOS ANGELES INTERNATIONAL
AND
VAN NUYS AIRPORTS**

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
MERRIMAC PETROLEUM, INC. FOR SUPPLY AND DELIVERY OF UNLEADED
GASOLINE AND RENEWABLE DIESEL FUEL AT LOS ANGELES
INTERNATIONAL AND VAN NUYS AIRPORTS.**

THIS CONTRACT, made and entered into this _____ day of _____, 2023, ("Effective Date") by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City"), a municipal corporation and charter city, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and **MERRIMAC PETROLEUM, INC.**, a California corporation (doing business as Merrimac Energy Group) (hereinafter referred to as "Contractor"), with its principal place of business in Long Beach, California.

RECITALS

WHEREAS, the City authorized the issuance of supply and delivery of bulk unleaded gasoline and renewable diesel fuel with a Request for Bids for the Los Angeles International Airport and Van Nuys Airport, Bid No. 121-097 (hereinafter referred to as "Request for Bids" or "RFB"); and

WHEREAS, in response to said Request for Bids, Contractor submitted a bid (hereinafter referred to as "Contractor's Bid" or "Bid") which was found to be one of the lowest responsive and responsible bids; and

WHEREAS, Contractor is engaged in the business of providing the fuels and services of the type sought by City; and

WHEREAS, the Board has now authorized the purchase of the fuels and the services specified in the Request for Bids.

TERMS and CONDITIONS

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Section 1.0 Scope of Work. Contractor agrees to supply and deliver unleaded and renewable diesel fuel to Los Angeles International Airport and Van Nuys Airport in strict compliance with the conditions and specifications contained in the aforesaid Request for Bids and the prices contained in Contractor's Bid.

Section 2.0 Incorporation by Reference. It is expressly understood and agreed that the Request for Bids including all bid forms, the plans and specifications, including any addenda thereto, the Contractor's Bid and its submitted Bid documents including all of the Administrative Requirements, shall constitute, and are hereby incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform

each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the supply requirements contained in the Request for Bids issued by City. If there is a conflict between the Request for Bids and the Contractor's Bid, the Request for Bids will prevail. Contractor's Bid is attached hereto as Exhibit A.

Section 3.0 Term of Contract.

3.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon the Effective Date stated above and shall expire no later than five (5) years thereafter; subject, however, to earlier termination pursuant to the terms of this Contract.

Section 4.0 Contractor's Payments.

4.1 For all fuel and services provided, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor at the amounts set forth in Contractor's Bid, the total amount for which under this Contract shall not to exceed the total sum of Three Million Five Hundred Thousand Dollars (\$3,500,000). Contractor shall submit to City requests for payment of the amounts due after provision of the fuel and services to the City's satisfaction. City shall pay Contractor under this Contract at rate amount and at the times and in the manner specified in the aforesaid RFB and Bid.

4.2 Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with §3082) of the Civil Code of the State of California, and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

4.3 Subcontractor Prompt Payment. Contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150% of the disputed amount. Contractor shall include this provision in all subcontracts.

Section 5.0 Independent Contractor.

5.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City, or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

5.2 Contractor shall retain the right to provide supplies and perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 6.0 Compliance with Applicable Laws.

6.1 Contractor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

6.2 Should Contractor fail to comply with this Section, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 7.0 Contract Contains Entire Agreement.

7.1 This Contract, the Exhibits attached hereto, and other materials referenced herein, including the Request for Bids, contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

Section 8.0 Termination of Contract.

8.1 For Convenience. LAWA may terminate this contract, with or without cause and without liability for costs or damages of any kind, upon giving the Contractor thirty (30) days advance written notice or as otherwise provided herein. In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned the City thereby.

8.2 For Cause. In the event the Contractor fails to abide by the terms, covenants, and conditions of the awarded contract, LAWA may give the Contractor written notice to correct the defect or default. If LAWA provides such notice and the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within two (2) calendar days after LAWA's mailing of notification, LAWA may, at its sole discretion, terminate the awarded contract forthwith upon giving the Contractor a ten (10) day written notice. Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the awarded contract, the Contractor shall immediately surrender to LAWA all LAWA property including, but not limited

to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

8.3 Force Majeure. Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event Contractor's delay or failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

Section 9.0 Notices.

9.1 Notice to City Written notices to City hereunder, (with a copy to the City Attorney of the City of Los Angeles, Airport Division) shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**Office of City Attorney
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

9.2 Notice to Contractor. Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**Merrimac Petroleum, Inc.
dba Merrimac Energy Group
Attn: Mary Hazelrigg
3738 Bayer Ave., Suite 204
Long Beach, CA 90808**

Email: kbark@merrimacenergy.net

or to such other address as Contractor may designate by written notice to City.

9.3 The execution of any notice(s) by Chief Executive Officer of City's Department of Airports shall be effective as to Contractor as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the General Manager of LAWA, also known as the Chief Executive Officer ("CEO"), to execute any such notice(s).

9.4 All such notices, except as otherwise provided herein, may either be delivered personally to CEO, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid, with postage fully prepaid, by certified or registered mail, return receipt requested. Personal service shall be effective at the time of service and service by mail shall be effective three (3) days after deposit in the mail. Notice to Contractor may also be given by email. Email notice to Contractor shall be effective on the day following transmission.

Section 10.0 Civil Rights – Title VI Assurances.

10.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

10.2 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

10.3 The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

10.4 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit B, attached hereto and made a material term of this Contract, as such requirements may be amended or

interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit B:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

10.5 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

10.6 Contractor agrees that it shall insert the provisions found in Subsections 10.3 and 10.4, inclusive of Exhibit B in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

Section 11.0 City of Los Angeles Nondiscrimination and Equal Employment Practices/Affirmative Action Program

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

Section 12.0 Business Tax Registration.

12.1 Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, §21.00 and following, of City's Municipal Code).

12.2 Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 13.0 Child Support Orders.

13.1 This Contract is subject to §10.10, of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230; et seq.; and (4) maintain such compliance throughout the term of this Contract.

13.2 Pursuant to §10.10(b) of the Los Angeles Administrative Code, failure of Contractor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

Section 14.0 Contractor Responsibility Program.

During the term of this Contract Contractor shall fully comply with Contractor Responsibility Program and the LAWA Contractor Responsibility Program Rules and Regulations. In addition:

- (a) Contractor shall comply with all applicable Federal, state, and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) Contractor shall notify LAWA within thirty calendar days after receiving notification that any government agency has initiated an investigation that

may result in a finding that the Contractor is not in compliance with paragraph (a) of this Section.

- (c) Contractor shall notify LAWA within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated paragraph (a) of this Section.
- (d) Contractor shall ensure that its subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (b) and (c) of this Section.
- (e) Contractor shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section.

The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 15.0 Equal Benefits Ordinance.

15.1 Unless otherwise exempt, Contractor certifies and represents that it will comply with the applicable provisions of the Equal Benefits Ordinance (“EBO”), §10.8.2.1 of the Los Angeles Administrative Code throughout the term of this Contract. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term “Non-ERISA Benefits” shall mean any and all benefits payable through benefit arrangements generally available to Contractor’s employees which are neither “employee welfare benefit plans” nor “employee pension plans”, as those terms are defined in §§3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as “employee welfare benefit plans” or “employee pension benefit plans”, and, which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

15.2 Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.”

15.3 The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Contract by City. If Contractor fails to comply with the EBO, the City may cancel or terminate the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40, et seq., Contractor Responsibility Ordinance. If the City determines that Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract.

Section 16.0 Assignment of Anti-Trust Claims.

16.1 Pursuant to California Government Code §4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA the Bidder/Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Contractor.

Section 17.0 Compliance with Los Angeles City Charter §§470(c)(12) and 609(E).

17.1 The Contractor, other underwriting firm members of the underwriting syndicate, Subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter §§470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter §§470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter §§470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution #_____. Pursuant to City Charter §§470(c)(12) and 609(e), underwriting firm, subcontractor and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may

result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, underwriting firms, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 18.0 Municipal Lobbying Ordinance.

18.1 Contractor shall comply with the disclosure requirements, prohibitions and all of the terms and provisions of the City of Los Angeles Municipal Lobbying Ordinance, Los Angeles Municipal Code §48.01, et seq., including any future amendments thereto, throughout the term of this Contract.

Section 19.0 Alternative Fuel Vehicle Requirement Program

19.1 Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are included in Exhibit C.

Section 20.0 Iran Contracting Act of 2010 Compliance Affidavit.

Contractor's compliance with the terms of the Iran Contracting Act of 2010 is made a condition and requirement of this Contract.

Section 21.0 Miscellaneous.

21.1 This Contract, and every question arising hereunder, shall be construed, and determined, according to the laws of the State of California. The venue shall be at the Torrance Branch of the Los Angeles County Superior Court.

21.2 It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

21.3 In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

21.4 The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

Section 22. Electronic Signature.

This Agreement and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[The rest of the page is left blank]

IN WITNESS WHEREOF, By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

APPROVED AS TO FORM:

Hydee Feldstein Soto,
City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____

Assistant/Deputy City Attorney

By: _____

Interim Chief Executive Officer

By: _____

Tatiana Starostina
Chief Financial Officer

ATTEST:

MERRIMAC PETROLEUM, INC.

By 
Signature (Secretary)

Katie Bark
Print Name

By 
Signature

Mary Hazelrigg
Print Name

President and Owner
Print Title

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EXHIBIT

EXHIBIT A	Contractor's Bid
EXHIBIT B	Civil Rights -Title VI Assurance
EXHIBIT C	Alternative Fuel Vehicle Requirement Program

3738 Beyer Avenue #204



Long Beach

May 22, 2023

CA 90808

City of Los Angeles
Los Angeles World Airports
Strategic Sourcing Division
Attention: Jacques Brazier
Re: Bid #121-097, due June 1, 2023 by 2:00 PM PST
7301 World Way West, Fourth Floor
Los Angeles CA 90045

Dear Mr. Brazier,

Phone 562.420.6000

Merrimac Petroleum, Inc. (dba Merrimac Energy Group) is pleased to submit our bid for the Los Angeles World Airports' fueling needs, as detailed in Solicitation #121-097. Since 1988, Merrimac has serviced private and government agencies alike throughout California and the United States. Merrimac prides itself on providing the highest level of customer service by meeting and exceeding your needs.

Toll Free 800.900.4081

Per the requirement outlined in the solicitation, our submission is based on a fixed-price margin based on 10:00 AM OPIS pricing from March 28, 2023. Rack average pricing without car cost pricing has been used for each product. Freight has been included in our margin. All applicable taxes have been excluded, though they will be included on all invoices as separate line items.

Fax 562.420.6005

Merrimac Petroleum maintains the office hours of 8:00 AM – 5:30 PM Monday through Friday. When we are not in the office, we utilize a 24/7 answering service for emergencies, should the need arise. If there are any questions regarding our submission, please contact us, and we will provide any additional information or clarifications as urgently as possible. We look forward to continuing to work with the Los Angeles World Airports.

Respectfully,

www.merrimacenergy.net


Mary Hazelrigg, President
562-420-6000



Katie Bark, Sales and Marketing
562-420-6000

EXHIBIT A

A large, stylized graphic at the bottom of the page consisting of several thick, curved, overlapping lines that sweep upwards and to the right, creating a sense of motion or a stylized 'M' shape.

SUBMIT YOUR BID ONLINE USING BOX.COM (SEE ATTACHMENT A)

City of Los Angeles
Los Angeles World Airports
Strategic Sourcing Division
Attention: Bid #121-097

RFB must be delivered prior to:
2:00 P.M. Thursday, June 8, 2023
(Pacific Time)

This is not an order!

Bids that are not uploaded to Box.com prior to 2:00 p.m. will not be considered.

Procurement Analyst: Jacques Braziel
E-mail address: jbraziel@lawa.org

Bids are requested by the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of Five (5) years from the effective date of the contract for:

Supply and Delivery of Bulk Unleaded Gasoline and Diesel Fuels to LAX and Van Nuys Airports

in compliance with the Request for Bids (RFB) terms and conditions, including the attached Specifications for the Purchase of Unleaded Gasoline and Diesel Fuels ("Specifications") and Bid Prices Verification Worksheet.

BIDDERS' RESPONSIBILITY

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. **This bid must be signed** (see page 13 of 13).

BIDDERS' CONFERENCE

Prospective bidders are invited to a bidders' conference at **9:00 a.m. on 5/23/ 2023**. The bidders' conference will be conducted via Microsoft Teams.

To join the Microsoft Teams Teleconference (Bidders' Conference online), please follow the instructions in attachment B. **SESSION WILL BE RECORDED.**

- Microsoft Teams Weblink: [Click here to join the meeting](#)
- Microsoft Teams Phone # (for call-in): 1-323-792-6246
- Phone Access Code: **699 754 181**

Additional information regarding the bidders' conference may be obtained from the Procurement Analyst, Jacques Braziel by e-mail at jbraziel@lawa.org. Department personnel will be available to answer questions related to this RFB.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request to the point of contact organizing this meeting at least five business days prior to the meeting you wish to attend. The point of contact will then request the resource through the LAWA ADA Office.

For additional questions regarding special accommodation, please email the ADA Coordinator at ADAOffice-LAWA@lawa.org.

BID PRICES VERIFICATION WORKSHEET

This Bid Prices Verification Worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached Bid Prices Verification Worksheet.

NOTE: Failure to complete this worksheet may nullify the bid.

State below your **Bid Total** as computed in the Bid Prices Verification Worksheet:

\$1,041,776.82

DISCOUNT/MARK-UP

Bids are also requested in the form of a discount you will allow LAWA from the Manufacturer's/ Distributor's published price list/electronic data pricing or mark-up from your cost. This discount is applicable to all items included in the price list. **Only one (1) discount or mark-up per manufacturer is permitted for items not listed in the worksheet.** Percentage discount/mark-up shall remain firm for the duration of the contract.

- The discount/mark-up must be expressed as a single whole number, such as minus or plus 5%. Percentage with a decimal or fraction, such as 5.5% or 5 ½ % is not acceptable. Range of percentages such as "between 4% and 6%" is not acceptable.
- Provide price lists, electronic data pricing or cost sheets supporting your bid prices with this RFB.

Enter your discount/markup for the manufacturers listed in the attached worksheet.

FIXED PRICE(S) #7- #9

The bid is requested in the form of a fixed unit price for the items listed in the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. The fixed unit prices are to remain unchanged for one (1) year from the effective date of the contract.

PRICE ADJUSTMENT

Price adjustments may be requested after the first year and must be documented in writing by providing evidence of the corresponding increase(s) in successful bidder's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. All such request will be reviewed by LAWA's Contract Administrator (state name and address) and will require approval by the Strategic Sourcing Division. Successful bidder must refer to the contract number when submitting their written request for a price increase to LAWA's Contract Administrator.

Price increases are not guaranteed and no price increase will be granted without prior approval. Price reduction may be issued at any time.

PRICE AGREEMENT CONDITIONS

Prices charged to LAWA are based on a percentage discount from published price list or mark-up from bidder's cost. Percentage discount/mark-up shall remain firm for the duration of the contract. Price lists which are submitted with bid must be currently in effect at time of bid opening and shall not be subject to change for a period of ninety (90) days after the bid opening.

Bidder understands and agrees that only ONE discount will apply to ALL items for each manufacturer.

Note:

For price verification, bidders shall clearly mark line items in their price lists corresponding with the line items in the Bid Prices Verification Worksheet.

Submission of electronic pricing data is highly desired (website address, link, email, etc.).

If prices on the price list are raised, LAWA reserves the right to accept such raises or to cancel such items from the contract. LAWA is to be given benefit of any decline in prices immediately upon the effective date of such decline. Changes in price list shall be effective on the date the notice of change is received by the Strategic Sourcing Division, or at a later date designated by the successful bidder. Increases in Price Lists shall not be retroactive.

Terms and conditions in the RFB shall supersede any conflicting conditions in price lists.

Copies of new or revised Price List shall be emailed immediately to Nick Hess: *Contract Administrator*. Price list shall show successful bidder's name along with the contract purchase order/LAWA contract number.

AWARD OF CONTRACT

Award of the contract will be made after investigation of the responsibility of the low bidder. The contract will be awarded to the lowest responsive and responsible bidder meeting the requirements of this RFB. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in this Request for Bids. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded. LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

ADDITION OF PRODUCTS OR SERVICES TO CONTRACT

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting this RFB, but is related to the performance of the contract, successful bidder understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract administrator.

LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

BID

The bid should be submitted on this bid form and not be altered in any way. It is requested that the bid is not reprinted using bidder's company letterhead. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the Specifications. All blank spaces in the bid and Bid Prices Verification Worksheet must be properly filled in, and the phraseology must not be changed.

Any space left blank in the bid and Bid Prices Verification Worksheet, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection.

Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: chub
Addendum 1 (if issued)

Signature: chub
Addendum 2 (if issued)

Signature: chub
Addendum 3 (if issued)

Signature: chub
Addendum 4 (if issued)

Signature: chub
Addendum 5 (if issued)

Signature: _____
Addendum 6 (if issued)

BID FORMAT

All bidders are required to submit:

- One (1) completed copy of the bid (RFB, Bid Prices Verification Worksheet and Administrative Requirements) online using Box.com (see Attachment A)

COMMUNICATION WITH LAWA

Any communication regarding this RFB must be addressed by e-mail to Procurement Analyst, Jacques Brazier, at jbrazier@lawa.org.

COOPERATIVE ARRANGEMENTS (Piggybacks)

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

☒ Yes ☐ No Initials chub Firm Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

RIGHT TO REJECT BIDS

LAWA reserves the right to reject any or all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA's Strategic Sourcing Division, but the same shall be subject to acceptance by LAWA for a period of three (3) months.

LAWA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

REQUEST FOR MODIFICATION

If a bidder claims that any provision of the RFB is unduly restrictive, improper or otherwise precludes a bidder from submitting a bid, the bidder must submit its request in writing that the RFB be modified **at least five (5) working days** prior to the bid opening/due date. This pre-award protest procedure, and time limit, is mandatory and a bidder's sole and exclusive remedy in the event of a pre-bid protest. A bidder's failure to comply with these provisions shall constitute a waiver of any right to further pursue any Pre-Award Protest, including filing a Government Code claim or legal proceeding. All bidders will be notified by Addendum of any approved changes in the RFB.

CITY OF LOS ANGELES

DEPARTMENT OF AIRPORTS

ADDENDUM #01 dated May 10, 2023

BID NUMBER 121-097 (rebid):

**Supply and Delivery of Bulk Unleaded Gasoline and
Diesel Fuels to LAX and Van Nuys Airports**

IXI

The above numbered bid is hereby amended to read as follows:

- The due date for bid 121-097 has been changed and is now due on or before Thursday June 1, 2023 before 2:00 p.m. PST.

NOTE:

If you have already submitted your bid, please make necessary revisions on this form or revised page.

If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.

Jacques Brazier
Departmental Purchasing.

CC: bid file
Don McLaurin, FMUG
Nick Hess



Katie Bark 5/10/2023

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

ADDENDUM #02 dated May 11, 2023

BID NUMBER 121-097 (rebid):

**Supply and Delivery of Bulk Unleaded Gasoline and
Diesel Fuels to LAX and Van Nuys Airports**

IX

The above numbered bid is hereby amended to read as follows:

- The bid conference scheduled for May 23, 2023, at 9:00 am has been cancelled. For any questions pertaining to the bid please contact Mr. Jacques Braziel at: jbraziel@lawa.org.

NOTE: If you have already submitted your bid, please make necessary revisions on this form or revised page.

If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.

Jacques Braziel
Departmental Purchasing.

CC: bid file
Don McLaurin, FMUG
Nick Hess



Katie Bark 5/22/2023

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

ADDENDUM #3 dated June 1, 2023

BID NUMBER 121-097:

**Supply and Delivery of Bulk Unleaded Gasoline and
Diesel Fuels to LAX and Van Nuys Airports**

/X/

The above numbered bid is hereby amended to read as follows:

- The bid due date has been changed and is now due on Thursday, June 8, 2023 before 2 p.m., Pacific Standard Time.

Please see following questions and answers related to bid 121-097:


1. Is the rack average based off of branded or unbranded rack? or is it combination? As per the specifications they are to use: OPIS GROSS CARFG ETHANOL (10%) PRICES WITHOUT CAR – RACK AVERAGE.
2. Is the price based on day of delivery or prior day? Day of delivery.
3. What is the "tank check fee" consist of? Checking the tank level before dumping fuel into the ground.
4. Is the diesel fuel 95/5 blend or 80/20 blend? As per specification and worksheet it is R99.
5. Start date of bid if awarded and it is a five year contract? Depends on execution of contract. Yes, it is a five (5) year contract.

NOTE: If you have already submitted your bid, please make necessary revisions on this form or revised page.

If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.

Valerie Works-Goode for Jacques Brazier
Departmental Purchasing.


6/7/23

CITY OF LOS ANGELES

DEPARTMENT OF AIRPORTS

ADDENDUM 4# dated June 7, 2023

BID NUMBER 121-097:

**Supply and Delivery of Bulk Unleaded Gasoline and
Diesel Fuels to LAX and Van Nuys Airports**

/X/

The above numbered bid is hereby amended to read as follows:

Please use the attached OPIS Racks doc, Specifications and Worksheet when submitting worksheet pricing for bid 121-097, due June 8, 2023, before 2:00 p.m. pst.

NOTE:

If you have already submitted your bid, please make necessary revisions on this form or revised page.

If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.

Valerie Works-Goode for Jacques Brazier
Departmental Purchasing.

CC: bid file
Don McLaurin, FMUG
Nick Hess

clb
6/7/23

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

ADDENDUM #5 dated June 8, 2023

BID NUMBER 121-097:

**Supply and Delivery of Bulk Unleaded Gasoline and
Diesel Fuels to LAX and Van Nuys Airports**

IXI

The above numbered bid is hereby amended to read as follows:

Extend bid due date and time to Thursday, June 15, 2023, before 2:00 p.m. pst.

NOTE: If you have already submitted your bid, please make necessary revisions on this form or revised page.

If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.



Valerie Works-Goode for Jacques Brazier
Departmental Purchasing.

CC: bid file
Don McLaurin, FMUG
Nick Hess



Acknowledged 6/8/23

TABULATION OF BID RESULTS

Strategic Sourcing Division will attempt reasonable effort to tabulate and post the bid results within ten (10) business days from the bid due date depending upon verification of Specifications, certifications and administrative requirements.

Bid results will not be communicated over the telephone or by fax.

Bidders wishing to obtain bid results may:

Select the web site www.rampla.org.

Note: You must login to www.rampla.org to open the bid recap document.

If this is your first visit, select "Register" at the top of the www.rampla.org screen and complete the requested information. When your registration is complete, you will receive an e-mail with your login information.

To view the bid results (recap):

- Type www.rampla.org in your web browser and press "Enter"
- Select "Login" at the top of the screen and follow the instructions
- Select "Search" at the top of the screen
- Select "Department" and select "Airports, Los Angeles World"
- Select "Status" and select "Closed"
- Select "Type" and select "Request for Bid"

If you know the bid number:

- o Select "Keyword" and enter the bid number in the format 116-XXX for formal bids or L1004XXXXXX for letter bids (also known as fax or e-mail bids)
- o Select the "Search" button at the bottom of the page
- o Select the bid and a summary page will open
- o At the bottom of the page, select "Bid Recap"

If you don't know the bid number:

- o Select the "Search" button at the bottom of the page
- o A list of all closed bids issued by LAWA will be displayed with the most current bids on top.
- o Select the bid that you are interested in and a summary page will open
- o At the bottom of the page, select "Bid Recap"

WHOLE OR SPLIT AWARDS

Under the terms of this request for bid, the Chief Executive Officer (or authorized designee) of the Department of Airports reserves the right to award a resultant contract as a whole for all items to a single qualified bidder, or make individual line item awards to several qualified bidders if doing so will best meet LAWA's needs.

DEVIATION FROM SPECIFICATIONS

These Specifications are to describe the construction, design, size, quality/performance of equipment/goods desired, and are not intended to be restrictive to any particular brand. Bids will be considered for brands deviating from the Specifications if such brands comply substantially with the Specifications. Each deviation from the Specifications must be stated in a separate document attached to the bid response. Submit complete illustrative and technical data on items bid. Failure to do so may nullify bid.

HAZARDOUS SUBSTANCES

If during the course of the contract resulting from this RFB the successful bidder plans to use a product which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386, 7 days prior to the successful bidder's proposed first use of such product the successful bidder shall submit to Nick Hess a Safety Data Sheet (SDS) prepared in compliance with Title 8, California Administrative Code, Section 5194.

SAFETY APPROVAL

Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

SAFETY CODE

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the successful bidder. A copy of the certification shall be delivered with the equipment.

SAFETY REQUIREMENT

The successful bidder agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with said standards and regulations. The successful bidder further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of the awarded bidder's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished to so comply.

TESTS

Representative samples may be taken from each delivery and tested for compliance with Specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

ESTIMATED EXPENDITURE

Total expenditures under this contract are estimated not to exceed \$2,333,333.33(annually). No guarantee can be given that this total will be reached. The successful bidder agrees to furnish more or less at the unit prices quoted in accordance with requirements throughout the contract period.

ESTIMATED QUANTITIES

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Successful bidder agrees to furnish more or less than the estimates throughout the contract period at the unit price(s) quoted.

OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS

LAWA's personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide whether successful bidder or maintenance personnel shall perform additional work. Also, during the course of this contract, successful bidder may be called upon to provide parts and materials above and beyond the stated Specifications but with the same rates and terms as stated in this contract.

State whether you will grant to the LAWA the option to purchase additional work or materials and parts under \$1,000.00 per order.

 X Option Granted

 Option Not Granted

TAXES:

Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the city at time of award. The city will furnish Federal Excise Tax Exemption Certificate to the supplier. State and other mandatory fees will be listed separately within the monthly invoices.

CARE AND CUSTODY

The successful bidder accepts full responsibility for the security against loss or damage to the equipment involved while in its possession or the possession of any of its agents. Successful bidder shall reimburse the City for any loss or damage to City equipment in its or its agents care or custody.

OPERATION OF VEHICLES

No personal cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots, or off LAWA property. LAWA shall not be responsible for damages, fees or time lost travelling to the airport incurred by employees.

Each vehicle unit or equipment that travels or operates on any part of the airport shall have an approved decal or company name applied to both sides of the vehicle in a location opposite the driver's seat. For vehicles having front doors, the identification should be applied to the front door panels. Magnetic or temporary signs are acceptable if they meet the size and description requirements. The name of the company should be spelled out in letters no less than 1-1/4" high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Manager. Each vehicle or unit of equipment that travels or operates in any restricted area of the Airport shall be equipped with a checkered flag mounted firmly on the vehicle.

Each vehicle or piece of equipment anywhere on the Airport that extends higher than 25 feet above ground shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle, and shall be obstruction lighted per FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles. This flag shall not be less than three (3) feet square consisting of five (5) 1-foot squares of international orange color and four (4) 1-foot squares of white color.

Except as otherwise directed or approved by the Airport Manager, only operators with current restricted area driving passes issued by the Airfield Operations Division will be permitted to operate vehicles in restricted airfield areas. When an operator does not have a current pass, the operator must be escorted by a vehicle driven by an authorized driver.

The maximum vehicular speed allowed at various locations will be established by the Airport Manager. Vehicles shall not exceed a speed of ten (10) miles per hour on any apron or ramp, or 20 miles per hour on the airfield or any service road, or the posted speed limit of any street. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

PERMITS

The successful bidder shall procure all permits and licenses required, pay all charges and fees, and give all notices necessary. The cost of the permits and licenses is incidental to the work and no additional payment shall be made for costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

As to any services performed by the successful bidder under this contract on LAWA property under the awarded contract, the successful bidder shall perform its services in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guideposts, culvert and project markers, signs, structures, and other objects on or adjacent to the worksite, that are not designated for removal, shall be protected from injury or damage. When ordered by the Project Manager, the successful bidder shall provide and install suitable safeguards to protect any object from injury or damage.

The successful bidder shall protect existing pavement and pavement edges against damage or marking from equipment. Areas and routes used by the successful bidder or subcontractors shall be restored to their original condition by the successful bidder before final acceptance of the work.

In instances where any improvement or facility is not referenced in the Specifications, the successful bidder shall not be relieved of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The successful bidder shall pay for and/or satisfactorily repair damage to any property, improvement, or object which may be damaged as a result of the acts of Contractor. If it becomes necessary for LAWA to repair such damage, the successful bidder shall be billed for and shall pay the actual cost to LAWA, for labor and materials plus fifteen percent (15%) administrative costs.

PUBLIC CONVENIENCE AND SAFETY

The successful bidder shall conduct all operations in a manner that will not cause no interference with airplane traffic or normal operation of the Airport. In all operations the successful bidder shall be governed by the regulations and rules of LAWA and shall cooperate fully with the authorized LAWA employee (name) or his/her designated representative.

TERMINATION OF CONTRACT

FOR CONVENIENCE:

LAWA may terminate this contract, with or without cause and without liability for costs or damages of any kind, upon giving the successful bidder a thirty (30) day advance written notice or as otherwise provided herein.

In case of default by Contractor/Supplier, the City reserves the right to procure the articles or services from other sources and to hold the Contractor/Supplier responsible for any excess costs occasioned the City thereby.

FOR CAUSE:

In the event the successful bidder fails to abide by the terms, covenants and conditions of the awarded contract, LAWA may give the successful bidder written notice to correct the defect or default. If LAWA provides such notice and the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within two (2) calendar days after LAWA's mailing of notification, LAWA may, at its sole discretion, terminate the awarded contract forthwith upon giving the successful bidder a ten (10) day written notice.

Upon notice (written or otherwise) to the successful bidder of LAWA's decision to terminate the awarded contract, the successful bidder shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the successful bidder and/or its agent(s).

COMPLETION AND ACCEPTANCE

The work shall be under the charge and care of the successful bidder until final acceptance of the work. The successful bidder shall take every precaution against injury or damage to the work from the action of the elements or any other cause, whether or not arising from the execution of the work. The successful bidder shall rebuild, restore, and make good, at the successful bidder's expense, all injuries or damage to the work occurring before acceptance of the work.

Any loss or damage arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the performance of the work, or from any act or omission not authorized by the Specifications on the part of the successful bidder or subcontractor, shall be sustained by the successful bidder.

PROBLEM LOG

In addition to LAWA's right to terminate stated elsewhere, if services provided fall below an acceptable level, as determined by the Project Manager at LAWA or his/her representative (collectively, "Project Manager"), the Project Manager may notify the successful bidder in writing of the problem(s) via a Discrepancy Report (DR). The successful bidder shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If two (2) DRs are issued to the awarded bidder within any twelve (12) month period of the awarded contract, LAWA may terminate the contract within ten (10) calendar days after the awarded bidder receives the second DR.

SUCCESSFUL BIDDER'S RESPONSIBILITY

Neither the final acceptance nor the final payment, nor any provision in the contract documents shall relieve the successful bidder of responsibility for faulty material/equipment/quality of work. The Project Manager shall give notice of observed defects to the successful bidder with reasonable promptness. The successful bidder shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance.

INSURANCE

Successful bidder shall provide proof of all specified insurance and related requirements to LAWA prior to commencement of the awarded contract as per the Insurance provisions contained in this RFB.

REFERENCES

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

	1	2	3	4
Company Name	City of Long Beach	City of Los Angeles	Long Beach Transit	DLA
Address	2600 Temple Ave Long Beach CA 90806	Department of General Services Room 701 City Hall South 11 East First Street Los Angeles CA 90012	1963 E Anaheim Street Long Beach CA 90803	6412 Beulah St Ste 108 Alexandria, Virginia, 22310
Phone Number	562-570-5430	213-978-3790	562-591-8753	571-767-9543
Email Address	oliver.cruz@longbeach.gov	jeffrey.mckimmon@lacity.org	vgarcia@lbttransit.com	matthew.womer@dia.mil
Contact Person	Oliver Cruz	Jeffrey McKimmon	Vivian Garcia	Matthew Womer
Project Date	1998-present	1997-present	2016-present	2020-present

Project Description	Supply of keep full service of gasoline and diesel for 30 locations across the city.	Merrimac has provided jet fuel, ULSD, propane, unleaded gas, unleaded and diesel dispensing fuel tankers, and fuel removal and relocation.	Merrimac has a contract to provide fuel to city buses and vehicles. We have held this contract since July 2016.	Provide unleaded gas and diesel at various federal facilities in the Western US.
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COMPLIANCE WITH APPLICABLE LAWS

Successful bidder shall, at all times during the performance of its obligations under the awarded contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Successful bidder shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of successful bidder's noncompliance with such enactments. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

Should successful bidder fail to comply with this Section, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Successful bidder will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

DISABLED ACCESS

As directly related to successful bidder's responsibilities with regard to the awarded contract, successful bidder shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by successful bidder. Successful bidder shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, successful bidder's noncompliance. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

Should successful bidder fail to comply with the Applicable Laws section above, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Successful bidder will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

INDEPENDENT CONTRACTOR

It is the express intention of the parties that the successful bidder is an independent contractor and not an employee, agent, joint venture or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the successful bidder and City, or between the successful bidder and any official, agent, or employee of City. Both parties acknowledge that the successful bidder is not an employee of City.

The successful bidder shall retain the right to provide supplies and perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

ENVIRONMENTALLY FAVORABLE OPERATIONS

If applicable, successful bidder acknowledges for itself and any subcontractors that its provision of service under the awarded contract will be subject to all Department policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (hereinafter collectively referred to as ("LAWA Policies")) as such LAWA Policies may be promulgated, revised and amended from time-to-time."

LIST OF SUBCONTRACTORS: (attached)

The bid must be accompanied by a list which specifies the name, address and California Contractor License # of each subcontractor who will perform labor or render service to the bidder in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent of the prime contractor's total bid or \$10,000.00, whichever is greater.

SUBCONTRACTOR PARTICIPATION PLAN

If subcontractor(s) will be used, bidders must complete all fields, regardless of the dollar amount, in the attached Subcontractor Participation Plan form (see administrative requirements).

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

To be eligible to participate in the LBPP, please refer to the attached LBPP instructions which follows the bid and is hereby incorporated into this RFB by reference.

If a vendor is selected under the LBPP, the selected vendor must be certified by the Bureau of Contract Administration/Office of Contract Compliance (BCA/OCC) as a Local Business or Provisionally Qualified Local Business at the time of award.

If you are already a certified City of Los Angeles Local Business Enterprise, please indicate your RAMPLA Company ID Number here: 1 888.

If you are applying for a new certification or renewal, fill in **LAWA** as the Referring Department on the Local Business Certification Affidavit of Eligibility form. (See attached steps titled "Apply for the LBE Certification" to obtain application).

Note: Harbor LBE certification does not apply to LAWA projects.

DELIVERY

Prices quoted in the Bid Prices Verification Worksheet shall include all delivery and unloading charges to LAWA at various locations throughout Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

Please see Specifications for addresses.

Successful bidder owns goods in transit and must file any claim with shipper/manufacturer for any loss of, or damage to, goods in transit.

ADMINISTRATIVE REQUIREMENTS

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, complete, comply with and return the Administrative Requirements with the bid response, may render the bid non-responsive.

Note:

LAWA Accounts Payable offers the optional service of electronic payment via Electronic Funds Transfer (EFT). To request this service, complete the attached Vendor Set Up Request Form for Automated Clearing House (ACH) and submit form with the required documentation to the address or email stated on the form.

Home | My Account | My Business Profile

Company Profile

My Business Profile

Company Profile Certification

② Certification

WBE (Women-Owned Business)

Minority-Owned

Small Business

Registered Local

Disadvantaged

For any questions regarding certifications please contact the Bureau of Contract Administration, Office of Contract Compliance at localcertifications@cityofla.org

Certification

+ Add Certification

City of Los Angeles Harbor Expired Certifications

Name	Status	Expiration Date
LBE LOCAL BUSINESS ENTERPRISE (LOS ANGELES)	Verified	9/25/2023
LBE LOCAL BUSINESS ENTERPRISE (LOS ANGELES)	Rejected	
SLB OR LBS SMALL LOCAL BUSINESS OR LOCAL SMALL BUSINESS	Rejected	
WBE WOMEN-OWNED BUSINESS ENTERPRISE	Verified	11/13/2024
LBE LOCAL BUSINESS ENTERPRISE (LOS ANGELES)	Rejected	

"NO BID" RESPONSES

If you are not submitting a bid for the attached items/project, do take a moment to tell us about your decision. LAWA is interested to hear from companies that decide not to bid.

You can download the "No Bid" form from the www.rampla.org website, complete form and return via e-mail or fax (see page 1) to the Procurement Analyst. "No bid" responses are due on or before the due date and specified time.

Note:

If you do not provide the material/service requested in this RFB, you need not respond.

THE BID MUST BE SIGNED:

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity.

Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.

Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.

Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

Company's Name: Merrimac Petroleum, Inc. DBA Merrimac Energy Group

(Print)


Corporation ☐ LLC Corporation ☐ S Corporation ☒ Sole proprietor ☐ Partnership ☐

Street Address: 3738 Bayer Ave Suite 204 City: Long Beach State: CA Zip Code: 90808

Telephone No: 562 - 420 - 6000 Fax No: 562 - 420 - 6005 E-mail Address: kbark@merrimacenergy.net

Name and Title(s): Katie Bark, Sales and Marketing

(Print)

Signature: 

Name and Title(s): Mary Hazelrigg

(Print)

Signature: 

Contact Person (if different from above): NA

(Print)

Contact Phone: 562-420-6000

PAYMENT TERMS: Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: 0 % 0 days (minimum 25 days for net bid award consideration).

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS (LAWA)

Bid Worksheet for Diesel and Unleaded Fuel Delivery Services at LAX & VNY BID # 121-097

ENTER THE NAME OF YOUR FIRM HERE: MERRIMAC PETROLEUM, INC. DBA MERRIMAC ENERGY GROUP

INSTRUCTIONS FOR USE OF THIS SPREADSHEET:
-Use Excel spreadsheet on the website: www.rampla.org to complete your worksheet.
-It is recommended that you save this file to your computer; it will not be saved on the website.
-Enter your bid pricing in the "Yellow Highlighted" column
-Enter the name of your firm above in the appropriate area.
-This spreadsheet will then calculate your net bid quotation
-DO NOT E-MAIL OR FAX THIS SPREADSHEET IT MUST BE SUBMITTED WITH YOUR BID

DESCRIPTION OF SERVICES:		PRICE PER UNIT (OPIS AS OF 5/01/23, HOURLY FEE)	PER GALLON DECIMAL DISCOUNT/MARK- UP*	Total Discount/Mark-up	UNITS IN GALLONS, TIME OR FEE	Total
LINE	COST					
1	Unleaded Fuel - Full Load Deliveries (3500 gallons or greater)	\$2.9779	-\$0.25990	\$2.7180	300000	\$815,400.00
2	Unleaded Fuel - Short Load Deliveries (3499 gallons or less)	\$2.9779	-\$0.16290	\$2.8150	3499	\$9,849.69
3	Renewable Diesel R99 - Full Load Deliveries (3500 gallons or greater)	\$2.9532	-\$0.11990	\$2.8333	65000	\$184,164.50
4	Renewable Diesel R99 - Short Load Deliveries (3499 gallons or less)	\$2.9532	\$0.35000	\$3.3032	3499	\$11,557.90
5	Diesel Fuel - Full Load Deliveries (3500 gallons or greater)	\$2.5589	-\$0.15100	\$2.4079	5000	\$12,039.50
6	Diesel Fuel - Short Load Deliveries (3499 gallons or less)	\$2.5589	-\$0.15100	\$2.4079	3499	\$8,425.24
7	Demurrage Hourly Rate	\$90.00			1	\$90.00
8	Delivery Refusal/Rationed Fee	\$250.00			1	\$250.00
9	Tank Check Fee - per delivery	\$0.00			1	\$0.00
	* If discount will be given, enter minus sign before whole number.					
			Bid Total:			\$1,041,776.82

SPECIFICATIONS FOR THE PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUELS AT LOS ANGELES INTERNATIONAL AIRPORT (LAX) AND VAN NUYS (VNY) AIRPORTS

General

References to Contractor shall be synonymous with bidder, vendor, or operator and shall mean the company that is submitting the bid, and performing said duties.

Scope

These specifications are for the purchase and delivery of unleaded gasoline and diesel products for vehicles operated by Los Angeles World Airports (LAWA). The quantities contained within the bid documents are estimates only based on historical data. LAWA's Fleet Services will order fuel based on actual quantities needed. Vendors must have the capability of delivering the petroleum fuels in accordance with the specifications. LAWA reserves the right to evaluate the prospective bidders, including their fleet size and references to determine whether they have the capability to meet the requirements of LAWA.

Estimated Expenditure

Total expenditure for unleaded and diesel fuel is estimated to be \$1,400,000 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Bidder agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

Estimated usages:

LAX 22,000 gallons unleaded per month
LAX 7,000 gallons diesel per month
VNY 1500 gallons unleaded per month
VNY 500 gallons diesel per month

LAWA's fuel tanks consist of:

Unleaded – 20,000 UST (LAX)
Unleaded – 6,000 UST (VNY)
Diesel – 10,000 UST (LAX)
Diesel – 6,000 AST (LAX)
Diesel – 1,000 UST (VNY)

Cost Calculation

This bid utilizes a fixed price margin based on Oil Price Index Service (OPIS) pricing. The vendor will be required to have access to this service to properly cost and validate their billing. More information on OPIS can be obtained at opisnet.com or (888) 301-2645.

Unleaded pricing shall be based on OPIS NEWSLETTER PRICES WITHOUT CAR COST LOS ANGELES, CA **OPIS GROSS CARFG ETHANOL (10%)** – RACK AVG.

Renewable Diesel pricing shall be based on OPIS NEWSLETTER PRICES WITHOUT CAR COST LOS ANGELES, CA **OPIS GROSS RENEWABLE R99 ULTRA LOW SULFUR DISTILLATE No. 2** - RACK AVG.

Diesel pricing shall be based on OPIS NEWSLETTER PRICES WITHOUT CAR COST LOS ANGELES, CA **OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE No. 2** - RACK AVG.

The price margin will include the cost of freight so the freight cost will not be listed as a separate line item. The price margin will include vendors cost for fuel, labor, insurance, profit, overhead and any other cost incurred in providing and delivering fuel. The price margin should not include any taxes. State and other mandatory fees will be listed separately within the monthly invoices. **THE OPIS PUBLISHED DATE TO BE USED FOR THIS RFB WILL BE PROVIDED WITHIN THE BID DOCUMENTS.**

Emergencies

The successful bidder shall maintain a fueling facility or a contract with a fueling facility capable of supplying LAWA's fueling needs 24 hours-a-day, 7 days-a-week. Award of this contract also includes a commitment by the successful bidder to support LAWA in the event of a local or regional emergency. Vendors understand this commitment and agree to maintain at least one each 10,000 gallon unleaded and diesel fuel truck in constant readiness and availability for delivering fuel to LAWA within 4 hours of notification. Further, in case of earthquake, flood, wild land fires or other calamity, the vendor will assign those trucks to service LAWA at the LAX location, give LAWA priority ahead of other customers and continue to make deliveries during the event.

Product Qualification

The fuel delivered under this contract shall comply with the latest requirements of the California Air Resource Board (CARB) as well as all provisions of the South Coast Air Quality Management District (SCAQMD) and American Society of Testing and Materials (ASTM) laws, regulations and standards. Regular unleaded gasoline shall be rated at 87 octane minimum and will be CARB approved, blended with ethanol or other state approved oxygenating chemicals. Renewable Diesel and Diesel fuel will be the current formulation of clear ultra-low sulfur diesel.

Fuel Quality and Warranty

Vendor shall provide petroleum fuels of such quality as to be equal to or better than other commercial customers and carry the same fuel warranty. Fuels will be processed to meet all Federal and State standards. If fuel is found to be of poor quality and interferes with the operating of LAWA equipment or is delivered to an incorrect tank, the vendor shall remove the fuel the same day and replace it at no cost to LAWA.

Deliveries

Vendor will be required to have the ability to fuel both above and underground storage tanks (AST & UST) and meet LAWA requirements in addition to any other commitments the bidder may have. Vendor will be required to have the ability to pump fuel into AST's, UST's, and Mobile Fuel Trucks. Bidder must provide deliveries to the following LAWA facilities:

LAX – Fleet Maintenance - 7411 World Way West, Los Angeles CA 90045

LAX – Fire Station 80 - 7250 World Way West, Los Angeles CA 90045

VNY – Maintenance Yard - 16813 Stagg St, Van Nuys CA 91406

Normal deliveries shall take place between the hours of 7:00am – 5:00pm Monday through Friday unless otherwise noted. The driver representing the vendor is required to obtain a signature from the Director of Maintenance Services or his designee on the delivery receipt for each delivery. A copy of this document shall be provided to Fleet Services prior to departure.

Delivery Problems

Vendor will be required to contact the Director of Maintenance Services or his designee to report any delivery problems or delays. If delays should occur due to problems at the fueling rack, including fuel shortages, crowding, technical or pipeline problems, the vendor will make every effort to obtain fuel at another rack and make the delivery as ordered/scheduled. If delivery cannot be completed on the day scheduled, the vendor must notify the Director of Maintenance Services or his designee. This notification is mandatory and cannot be avoided by rescheduling delivery for the following day.

Unacceptable Service

Any deficiencies or violation of these specifications as part of this contract will be documented with a *Notice to Correct Unacceptable Service* (NTCUS) issued to the contractor. A NTCUS is formal written documentation of the Contractor's lack of performance or non-performance for contracted work. If two (2) NTCUS' are issued to the Contractor within the contract, LAWA reserves the right to terminate the contract within ten (10) days after the Contractor receives the second NTCUS. In the event the contractor fails to provide products/services as described within these specifications, LAWA will obtain the

products/services by whatever means available and will charge the contractor any costs incurred, plus a 15% administrative fee.

Truck Requirements

Fuel deliveries will be made using vendor-owned or leased trucks equipped for pumping or by major carriers with pumping capabilities. Additional charge for pumping fuel into tanks is not permitted. Trucks shall be fully equipped with suitable hoses and couplings, be in good mechanical condition and appearance, and display the appropriate placard identification for the fuel being delivered. Vendor shall have the capability to gravity feed or pumping fuel for the purpose of delivering to fuel trucks, AST's, or UST's. Any fuel spills or leaks caused by delivery shall be immediately cleaned up and removed by the vendor. Failure to promptly clean and remove fuel spills or failure to follow all applicable laws or regulations may result in cancellation of contract.

Ordering

Fuel orders will be placed via telephone or email by LAWA Fleet personnel. Orders placed by 11:00am shall be delivered the next business day. Orders placed after 11:00am shall be delivered the next business day when possible, but no later than the second business day after the order was placed. Vendor must have staff available to receive and process orders between the hours of 7:00am – 5:00pm. The use of answering services, voicemail or automated answering systems is not allowed. Although not anticipated, there may be the rare occasion where a same-day delivery is needed due to unforeseen circumstances or emergencies. Vendor must have the ability to deliver same-day on an as-needed basis. Under these situations, it is understood that same-day deliveries are outside of the norm and delivery times and schedules will be flexible and not held to the 5:00pm deadline.

Reports

Vendor shall provide LAWA quarterly delivery reports. The delivery reports are to include, but not be limited to; invoice number, order date, delivery date, delivery time, quantity of delivery, total cost of delivery, delivery site, type of delivery (scheduled, emergency, tank check, etc.) and status of payment. Reports shall be formatted for use in MS/Excel format. Delivery of report shall occur by the 10th day following the close of the preceding quarter. If the 10th day falls on a weekend or holiday, it shall be due the following business day. Delivery shall be via email to the Director of Maintenance Services or his designee.

Miscellaneous

Demurrage - LAWA shall be entitled to one-hour "standard time" at no charge for the purposes of unloading. If Vendor is unable to begin unloading fuel within one hour after arrival at a LAWA facility due to delays caused by LAWA operations, vendor may assess demurrage charges. Demurrage charges shall apply in increments of one-quarter (1/4) hour.

Retained Fee – Vendor shall be entitled to a retained fee when a full load ordered cannot be accepted, or if for a delivery that is refused by LAWA's Director of Maintenance or their designee. This fee is may be applied when LAWA requires the vendor take a load of fuel back (including partial load).

Tank Check Program - LAWA will require deliveries during tank checks. Vendor understands that when top off orders are placed, minimum short order charges do not apply. Top off charges shall be flat rated per delivery.

Contact Information – Normal Orders

Name & Title of Contact: Katie Bark, Sales and Marketing

Email: kbark@merrimacenergy.net

Phone: 562-420-6000

Contact Information – Emergency Orders (must be available 24 hours a day)

Name & Title of Contact: Katie Bark, Sales and Marketing

Email: kbark@merrimacenergy.net

Phone: 562-420-6000

General Conditions

(In the general conditions listed below, the City of Los Angeles, Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

FORM OF BID AND SIGNATURE. All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental LAX Procurement Services Division. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

TAXES. Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Contractor/Supplier. Other taxes must be included in the bid prices.

PATENTS. Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

SUBCONTRACTOR PROMPT PAYMENT. Contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150% of the disputed amount. Contractor shall include this provision in all subcontracts.

CITY HELD HARMLESS. To the fullest extent permitted by law, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims.

To the extent that this City Held Harmless Provision conflicts with the City Held Harmless Provision in the Administrative Requirements, the terms of the City Held Harmless Provision in the Administrative Requirements will take precedence.

PURCHASE AGREEMENT DOCUMENTS. A copy of the Request for Bid, copy of these General Conditions and Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

PAYMENTS. 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 is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

PATENT RIGHTS. The Contractor/Supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or, equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the Contractor/Supplier is not the patentee or assignee, or which the Contractor/Supplier is not lawfully entitled to sell.

ASSIGNMENT. The Contractor/Supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

ATTORNEY'S FEES. If City shall, without any fault be made a party to any litigation commenced by or against Contractor/Supplier arising out of Contractor/Supplier performance of this Agreement or incident to such performance and as a result of which Contractor/Supplier is finally adjudicated to be liable, then Contractor/Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

BID PROTEST. Any bid protest must be submitted in writing and postmarked within ten (10) business days after the bid recap is posted on www.rampla.org. The day after recap is posted shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- a. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- e. The Chief Executive Officer will issue a decision concerning the protest and provide notice of same to the protester and all bidders.
- f. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.



NOTICE: IMPORTANT INVOICING INSTRUCTIONS

Los Angeles World Airports

Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and services, must be mailed to:

LAX and Van Nuys Airport Invoices

Los Angeles World Airports
Attn: Accounts Payable
PO BOX 92882
Los Angeles, CA 90009

or email to AccountsPayable-Invoices@lawa.org

2. All invoices **MUST** have the following **SIX** elements: 1) the **Purchase Order Number**; 2) the **LAWA division name**; 3) the name of the **LAWA employee ordering materials and/or services**; 4) **invoice number**; 5) **remittance address**; and 6) **discount or payment terms**.

Note:

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- **LAWA's Purchase Order Number is a ten-digit number that begins with '45'.**

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.**
6. Other important invoice instructions and **requirements**:

- **FREIGHT CHARGES**: Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in **excess of \$75**.
- **TAXES**: **Sales taxes** must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS**: Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION**: Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS**: The original invoice number must appear on any credit memo.

NOTE: Your firm must be in full compliance with ALL Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.

If you have questions regarding the Invoice Instructions, please contact your LAW A Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys).

LIST OF SUBCONTRACTORS

"List of Subcontractors" the Bidder shall list each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half percent (1/2%) of one percent of the prime contractor's total bid or \$10,000.00, whichever is greater.

[illegible]

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not. You MUST fill out ALL applicable fields completely for Prime and all subcontractors.

Project Title: Supply and Delivery of Bulk Unleaded Gasoline and Diesel Fuels to LAX and Van Nuys Airports

Today's Date: 6/7/2023

BIDDER/PROPOSER COMPANY INFORMATION		PROPOSER INFORMATION		BID/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES	
NAME: Merrimac Petroleum, Inc.		GROUP: National Women's Business Enterprise Certification		\$1,041,776.82		Supply of diesel and unleaded gasoline to LAX and Van Nuys airports. Merrimac will handle all orders and deliveries for LAX and Van Nuys airports on a timely basis. NAICS: 424710, 424720, 454310, 324199, 333914	
ADDRESS: 3738 Bayer Ave Suite 204		ETHNICITY: Prefer not to respond.					
CITY/STATE/ZIP: Long Beach CA 90808		GENDER: Female					
CONTACT NAME: Katie Bark		CERTIFYING AGENCY: WBENC					
TELEPHONE NO: 562-420-6000		CERT EXPIRATION DATE: 12/31/2023					
EMAIL: kbark@merrimacenergy.net		FEDERAL TAX ID #: 77-0189045					
SUBCONTRACTOR COMPANY INFORMATION		PROPOSER INFORMATION		PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES	
NAME: Mike Roche		GROUP: Unknown		Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel required by the contract. NAICS: 484000	
ADDRESS: 8445 South Atlantic Ave		ETHNICITY: Unknown					
CITY/STATE/ZIP: Cudahy CA 90201		GENDER: Unknown					
CONTACT NAME: Christina		CERTIFYING AGENCY: NA					
TELEPHONE NO: 323-773-4923		CERT EXPIRATION DATE: NA					
EMAIL: mikrochesafety@yahoo.com		FEDERAL TAX ID #: 951930604					
NAME: Elite Fuels Transport		GROUP: Unknown		Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel required by the contract. NAICS: 484000	
ADDRESS: 155 Iowa Avenue		ETHNICITY: Unknown					
CITY/STATE/ZIP: Riverside CA 92507		GENDER: Unknown					
CONTACT NAME: Sandra Valenzuela		CERTIFYING AGENCY: NA					
TELEPHONE NO: (951) 274-0555		CERT EXPIRATION DATE: NA					
EMAIL: sandra@elitefueltrans.com		FEDERAL TAX ID #: 270158559					
NAME: Wood Oil Company		GROUP: Unknown		Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel required by the contract. NAICS: 484000	
ADDRESS: 1532 West 132nd Street		ETHNICITY: Unknown					
CITY/STATE/ZIP: Gardena, CA 90249		GENDER: Unknown					
CONTACT NAME: Bill Schoellkopf		CERTIFYING AGENCY: NA					
TELEPHONE NO: 323-321-3864		CERT EXPIRATION DATE: NA					
EMAIL: orders@woodoil.com		FEDERAL TAX ID #: 26332678					
NAME: Infinity Tank Lines		GROUP: Unknown		Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel required by the contract. NAICS: 484000	
ADDRESS: 14835 Dartmoor Ave		ETHNICITY: Unknown					
CITY/STATE/ZIP: Norwalk CA 90650		GENDER: Unknown					
CONTACT NAME: Omar Flores		CERTIFYING AGENCY: NA					
TELEPHONE NO: 562-307-0910		CERT EXPIRATION DATE: NA					
EMAIL: dispatch@infinitytankline.com		FEDERAL TAX ID #: 262610113					

Revised 11/17/10

SUBCONTRACTOR PARTICIPATION PLAN

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Vista Transport	GROUP: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel required by the contract.
ADDRESS: 10981 San Diego Mission Road #105	ETHNICITY: Unknown			
CITY/STATE/ZIP: San Diego CA 92108	GENDER: Unknown			
CONTACT NAME: Lizzie Victorio	CERTIFYING AGENCY: NA			
TELEPHONE NO: 619-326-0323	CERT EXPIRATION DATE: NA			
EMAIL: dispatch@vistaenergytrans.com	FEDERAL TAX ID #: 942514319			NAICS: 484000
NAME: Mohsen Transportation	GROUP: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel required by the contract.
ADDRESS: 3750 Oceanic Way Suite 402	ETHNICITY: Unknown			
CITY/STATE/ZIP: Oceanside CA 92056	GENDER: Unknown			
CONTACT NAME: Troy	CERTIFYING AGENCY: NA			
TELEPHONE NO: 760-754-2009	CERT EXPIRATION DATE: NA			
EMAIL: dispatch@mohsenoil.com	FEDERAL TAX ID #: 272224769			NAICS: 484000
NAME: Challenger	GROUP: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel required by the contract.
ADDRESS: 5743 Smithway Street	ETHNICITY: Unknown			
CITY/STATE/ZIP: Commerce CA 90046	GENDER: Unknown			
CONTACT NAME: Ahmad Chaaban	CERTIFYING AGENCY: NA			
TELEPHONE NO: 626-705-3487	CERT EXPIRATION DATE: NA			
EMAIL: achaaban@challengerpetro.com	FEDERAL TAX ID #: 954787971			NAICS: 484000
NAME:	GROUP:			
ADDRESS:	ETHNICITY:			
CITY/STATE/ZIP:	GENDER:			
CONTACT NAME:	CERTIFYING AGENCY:			
TELEPHONE NO:	CERT EXPIRATION DATE:			
EMAIL:	FEDERAL TAX ID #:			NAICS:
NAME:	GROUP:			
ADDRESS:	ETHNICITY:			
CITY/STATE/ZIP:	GENDER:			
CONTACT NAME:	CERTIFYING AGENCY:			
TELEPHONE NO:	CERT EXPIRATION DATE:			
EMAIL:	FEDERAL TAX ID #:			NAICS:
NAME:	GROUP:			
ADDRESS:	ETHNICITY:			
CITY/STATE/ZIP:	GENDER:			
CONTACT NAME:	CERTIFYING AGENCY:			
TELEPHONE NO:	CERT EXPIRATION DATE:			
EMAIL:	FEDERAL TAX ID #:			NAICS:

SUBCONTRACTOR PARTICIPATION PLAN

SUB CONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION		\$ Proposed	% Proposed	DESCRIPTION OF PROJECT SERVICES
NAME:	GROUP:					
ADDRESS:	ETHNICITY:					
CITY/STATE/ZIP:	GENDER:					
CONTACT NAME:	CERTIFYING AGENCY:					
TELEPHONE NO:	CERT EXPIRATION DATE:					
EMAIL:	FEDERAL TAX ID #:					NAICS:

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors that will be utilized if this contract is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation.

Participation Level(s) Proposed by Bidder/Proposer:	_____ %	<input type="checkbox"/> ACDBE
	_____ %	<input type="checkbox"/> DBE
	_____ %	<input type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
Unaware of certifications for our subcontractors.	_____ %	<input type="checkbox"/> SBE

Participation Level(s) or Goal(s) Stated in the Request for Bid/Proposal:	_____ %	<input type="checkbox"/> ACDBE
	_____ %	<input type="checkbox"/> DBE
	10 _____ %	<input checked="" type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
	10 _____ %	<input checked="" type="checkbox"/> SBE



SIGNATURE

5/22/2023

DATE

Katie Bark

PRINT NAME

Sales and Marketing

TITLE

562-420-6000

PHONE

SUBCONTRACTOR PARTICIPATION PLAN COMPLETION INSTRUCTIONS

ATTENTION:

You MUST list ALL subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not. You MUST fill out ALL applicable fields completely for Prime and all subcontractors.

When filling out information on this form, if additional space is needed you may add spaces within the field names. You may also delete or add pages, as needed.

Project Title – The name or designation of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount bidder/proposer proposed for the project.

Company Information – The complete name, address, phone number (including area code), email and contact person of each ACDBE/DBE/LBE/LSBE/MBE/WBE/SBE subcontractor, vendor or supplier must be provided for the bidder/proposer and proposed subcontractor. Insert the following codes in the appropriate spaces for the bidder/proposer and all subcontractors.

- **Group** – ACDBE, DBE, LBE, LSBE, MBE/WBE, OBE*, SBE
- **Agency** – Certifying Agency (Ex - CUCP, City of Los Angeles, CALTRANS, Metro, SCMBDC, SBA, DGS, WBEC-WEST)
- **Ethnicity** – African American, Hispanic American, Native American, Asian-Pacific Islander, Subcontinent Asian Indian, Asian American, Aleut, Eskimo, Caucasian
- **Gender** – Male, Female
- **NAICS** – North American Industry Classification System listed at <http://www.census.gov/epcd/www/naics.html>

Please note that in order to receive participation credit, ACDBE/DBE/LBE/LSBE/MBE/SBE/SBE firms listed on this form must be certified at the time of bid/proposal submission.

*Any firm that is not certified as an ACDBE, DBE, LBE, LSBE, MBE/WBE, or SBE is considered an OBE (Other Business Enterprise).

Description of Project Services – A brief description of the work the bidder/proposer or subcontractor will perform.

NAICS – In order to receive credit for ACDBE/DBE/LBE/LSBE/MBE/WBE/SBE participation, the subcontractor must be certified in the NAICS code for the specific work they will perform on the contract.

Amount Proposed – Indicate the anticipated amount to be paid the subcontractor over the term of the contract.

Proposed Percentage – Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount. *Please note: For projects with ACDBE or DBE goals, the Code of Federal Regulations, Title 49, Part 26.55(e) allows only 60 percent of the Amount Proposed to be used in the calculation for a subcontractor who is a regular dealer/supplier.*

Signature/Date – This form must be signed by a responsible person capable of committing the firm contractually.

Participation Level Proposed by Bidder/Proposer – Indicate the level of ACDBE/DBE/LBE/LSBE/MBE/WBE/SBE participation proposed by Bidder/Proposer.

Level(s) of Participation or Goal(s) Stated in the Request for Bid/Proposal – The ACDBE/DBE/LBE/LSBE/MBE/WBE/SBE level(s) or goal(s) established by Procurement Services Division for the Request for Bid/Proposal.

For information regarding the certification process, please call the Department of Public Works, Bureau of Contract Compliance (213-847-1922).



Los Angeles
World Airports

Los Angeles World Airports Vendors:

Subject: ELECTRONIC FUNDS TRANSFER (EFT)

The Los Angeles World Airports (LAWA) is offering to pay vendors using electronic funds transfers (EFT) as an alternative to paying by checks.

EFT offers several advantages over regular paper checks:

- Payments are secure. EFTs are directly deposited to your bank account and unlike mailed checks, cannot be lost or stolen.
- EFTs are quicker. The EFT will be deposited in your account 2 days after the issuance of payment.
- You save time by not having to deposit the check and then wait for the check to clear. The money is available for your use immediately.

To participate, please complete the enclosed "Vendor Setup Request Form for EFT" and mail to:

Los Angeles World Airports
Financial Management Systems
Division 6053 W. Century
Blvd., Suite 601
Los Angeles, CA 90045

LAX

Van Nuys

City of Los Angeles

Eric Garcetti
Mayor

Board of Airport
Commissioners

Sean O. Burton
President

Valena C. Velasco
Vice President

Gabriel L. Eshaghan
Beatrice C. Hsu
Nicholas P. Roxborough
Dr. Cynthia A. Telles
Karin Webb

Justin Erbacci
Chief Executive Officer

Please complete all information in both the Vendor Information and Bank/Financial Institution Information sections. Please ask your banking institution for assistance in answering any questions you may have about these sections. We ask that you submit these forms to the above address within 30 days of this letter. If your completed forms are not received by this date, your participation in the EFT payment process may be delayed to a later date.

REQUIRED DOCUMENTS:

To enroll for EFT payments, we must have at least one of the following required documents:

- Deposits to a checking account include a blank check with word "VOID" written across it; or
- A bank letter with an authorized signature from their banking representative.
- Deposits to a savings account must include a pre-printed deposit slip for the account.



We will verify all information with your bank once we receive a completed application plus one of the required documents stated. If there are problems during the verification process, a LAWA representative may contact you for further information.

All data relevant to EFTs submitted for payment processing will be electronically transmitted to your bank, payments for more than one invoice may be consolidated. If you sign up for EFT payment processing, we will send your remittance advice by email at the address provided in the request form.

You will receive a notification on the actual date of EFT activation.

For any questions, please send an email to acctgops-achremittance@lawa.org.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tatiana Starostina', with a stylized flourish at the end.

Tatiana Starostina
Deputy Executive Director - Chief Financial Officer

TS:RV

Attachment

cc:Reinita Villamor

LOS ANGELES WORLD AIRPORTS (LAWA)

For FAMIS Div Use Only	
Verified	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name	_____
Date	_____

VENDOR SETUP REQUEST FORM FOR AUTOMATED CLEARING HOUSE (ACH) PAYMENT

INSTRUCTIONS:

This form is to request electronic payments in lieu of regular paper checks. Through the Automated Clearing House (ACH), LAWA directly credits your bank account. ACH payments are secure, quicker to receive, and immediately available. Vendors who sign up for ACH payments will receive a remittance advice by email.

To request for ACH payment, please complete the form below, gather the required **ORIGINAL** documentation, and submit to the Financial Management Systems Division at 6053 W. Century Blvd., Suite 601, Los Angeles, CA 90045.

Form needs to be NOTARIZED (no exception) on page 2.

LAWA DIVISION INFORMATION:

Name of LAWA Division you do business with Los Angeles World Airports

LAWA Division Contact (REQUIRED) Jacques Brazier Division Contact Phone Number 424-646-7407

VENDOR IDENTIFICATION:

Vendor Name Merrimac Petroleum, Inc.

Alias/DBA Name Merrimac Energy Group

Address 3738 Bayer Ave Suite 204

City Long Beach State CA Zip 90808

Contact Name Katie Bark Contact Phone Number 562-420-6000

Los Angeles World Airports Vendor Number (REQUIRED) _____ (e.g. lxxxxx)

TIN/EIN/SSN 77-0189045

City Business Tax Registration Certificate (BTRC) Number* 0000692695-0001-8

**BTRC number is obtained through Office of Finance for persons or entities that engage in business within the City of Los Angeles. For any questions about your BTRC number or if you need a BTRC, please call the Office of Finance at 888-663-4411.*

BANK ACCOUNT INFORMATION:

Bank Account No. 951326797 Type (Checking or Savings) Checking

ABA (Routing) No. 322271627
(Must have 9 digits)

Bank Name JP Morgan Chase

Bank Address 3901 Atlantic Ave 2nd Floor

City Long Beach State CA Zip 90807

REQUIRED ORIGINAL DOCUMENTATION:

To enroll for ACH payments, please complete this form and include the following **required original documentation**:

- Deposits to a checking account must include a blank check with the word "VOID" written across it; or
- A bank letter with an authorized signature from their banking representative
- Deposits to a savings account must include a pre-printed deposit slip for the account

ACH EMAIL NOTIFICATION: Please provide an email address for remittance advice notification. You will receive an email notification when funds are transmitted to your financial institution.

Required Email Address: jviloria@merrimacenergy.net

ACH-VENDOR AGREEMENT:

LAWA is authorized to initiate automatic credits to the account and financial institution listed herein. I also authorize LAWA to process ACH reversals in accordance with the National Automated Clearinghouse Association (NACHA) rules in the event a credit entry is made in error.

LAWA will not be held responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or my financial institution or due to an error on the part of my financial institution in depositing funds to my account. I confirm that I have contacted my financial institution and that the information supplied herein is the correct information to receive ACH credits to my account.

This agreement will remain in effect until LAWA receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form in such time as to afford LAWA a reasonable opportunity to act upon it.

AUTHORIZED SIGNATURE Mary Hazelrigg DATE SIGNED May 22, 2023
Note: Must be an authorized principal signatory

I hereby certify that I am authorized to sign this agreement on behalf of Merrimac Petroleum Inc. dba
(Vendor Name) Merrimac Energy Group
PRINT NAME Mary Hazelrigg Phone Number 562-420-6000

NOTARIZED CERTIFICATION:

State of California

County of Los Angeles

On May 22, 2023 before me, Noe Cael Jr., Notary Public
(Insert Name of Notary Public and Title)

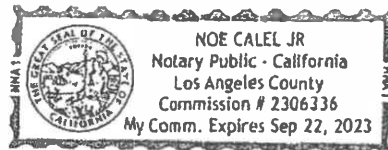
personally appeared Mary Hazelrigg
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) 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 Noe Cael Jr.

(Seal)



DIRECTIONS TO THE MAINTENANCE YARD OF VAN NUYS AIRPORT
16813 Stagg Street, Van Nuys, CA 91406

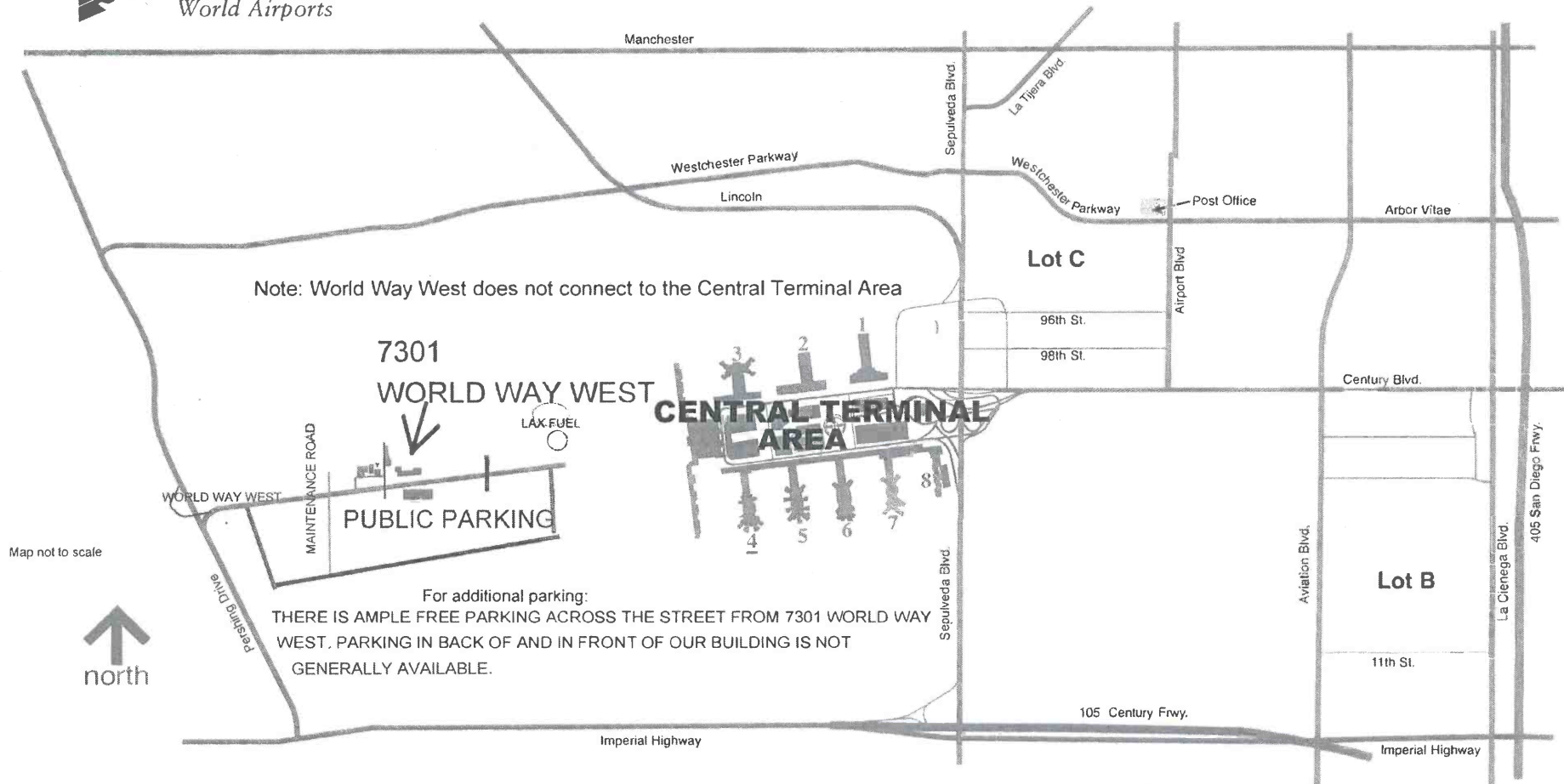
1. Travel to the 405 Freeway then go north or south to get to the San Fernando Valley
2. Exit on Sherman Way and travel west to Balboa
3. Turn Right (North) on Balboa
4. Continue North to Stagg Street
5. Turn Right (East) on Stagg Street.
6. Continue East on Stagg till you reach the address.
7. Turn Left (North) into the Maintenance Area Parking Lot.
8. Park and enter the building.





LAX
Los Angeles
World Airports

NOTE: YOUR GPS DEVICE MAY DIRECT YOU TO THE CENTRAL TERMINAL AREA
You can not reach our offices directly from the Central Terminal Area. Follow this map.



DIRECTIONS TO THE LAWA PROCUREMENT PURCHASING OFFICE:

Los Angeles World Airports- 7301 World Way West, 4th floor, Los Angeles, CA 90045

1. 405 (South) or (North) to 105 (West)
2. 105 (West) to the end. (Imperial Highway)
3. Imperial Highway (West) approx. 3 signal lights to Pershing Drive.
4. At Pershing Drive turn Right
5. Approx. 1000 feet (North) you will see a overhead sign "World Way West"
6. Follow the road on to World Way West. (to the East)
7. Proceed (East) to third signal light at Administration Road, and turn LEFT
8. The high rise building is 7301 — The Procurement/Purchasing Services Division Office is on the 4th floor.
9. You may park in the front or to the East or Rear of 7301. There is additional parking across World Way West at Maintenance Road.
10. DO NOT park in the Assigned Spaces for Airport Police in the front of the building.

Note: Be prepared to show a valid government issued picture ID to enter our building.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor. In the event of a **Joint Venture (JV)**, officers authorized by **each entity must sign and submit a separate set of the following documents:**

- Vendor Identification Form
- List of Other City of Los Angeles Contracts
- Affidavit of Non-Collusion
- Bidder Contributions CEC Form 55
- Contractor Responsibility Questionnaire and Pledge of Compliance
- Iran Contracting Compliance Affidavit
- Equal Benefits Ordinance Compliance Affidavit
- Municipal Lobbying Ordinance Bidder Certification CEC Form 50

This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet". Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>

1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.cdtfa.ca.gov/services/permits-licenses.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (844) 663-4411, Web: <http://finance.lacity.org>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>.

- **Out-of-state Vendors**

The State of California requires the City of Los Angeles (City) to withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms. The tax withholding rate is seven percent (7%) of payments subject to withholding.

If you are out-of-state vendor, please return one of the following forms to help the City clarify your nonresident tax withholding status:

- Form 590, Withholding Exemption Certificate, certifying exemption from the withholding requirement.
- Form 587, Nonresident Income Allocation Worksheet, which allocates the expected income under the City contract for work completed within and outside of California
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, Nonresident Withholding Waiver Request to the CAFTB)

- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 Nonresident Reduced Withholding Request to CAFTB)

2. AFFIDAVIT OF NON-COLLUSION

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached "Affidavit to Accompany Proposals or Bids" with the bid/proposal.

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachment:

- Affidavit of Non-Collusion

3. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor

Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

4. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

For the list of Contractor Responsibility Program respondents, please visit our website www.lawa.org -> Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

5. IRAN CONTRACTING ACT OF 2010

Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>)

and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

Attachment:

- Iran Contracting Act of 2010 Compliance Affidavit

6. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidder/Proposer/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

Attachment:

- EBO Compliance Affidavit

7. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to the commencement of this contract, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to the commencement of the contract. Said acceptable evidence of insurance

must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> Administrative Requirements -> Insurance.

8. MUNICIPAL LOBBYING ORDINANCE

The City's Municipal Lobbying Ordinance, Los Angeles Municipal Code, Section 48.09 requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://www.lawa.org/welcome_LAWA.aspx?id=586
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586

9. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 26356 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at ProcurementRequirements@lawa.org or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations

Checklist

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- ☒ Is the required Vendor Identification Form completed and signed?
- ☒ Is the BTRC/VRN number provided?
- ☒ Is the EEOO contact information provided?
- ☒ Is the list of previous City contracts attached? (If applicable)
- ☒ Is the Form enclosed in the Packet?

2. AFFIDAVIT OF NON-COLLUSION

- ☒ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☒ Is the Affidavit notarized?
- ☒ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

- ☒ Local Business Certification – Please refer to the attached RAMP instructions for more information.

4. SUBCONTRACTOR PARTICIPATION PLAN

Are you using any subcontractors for this project?

☒ Yes ☐ No

☒ If Yes, is the Subcontractor Participation Plan completed and enclosed in the Packet?

5. BIDDER CONTRIBUTIONS

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Schedule A - Please list all principals on Schedule A.
- ☒ Schedule B - Please list all subcontractors and their principals on Schedule B (If you check "Yes")
- ☒ Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

6. CONTRACTOR RESPONSIBILITY PROGRAM

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

7. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☒ Have you read and checked one of the options?
- ☒ Is the Affidavit enclosed in the Packet?

8. EQUAL BENEFITS ORDINANCE

- ☒ Is the EBO Compliance Affidavit Form completed and signed?
- ☒ Is the Form enclosed in the Packet?

9. MUNICIPAL LOBBYING ORDINANCE

- ☒ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☒ Is the Certification enclosed in the Packet?

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS
BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

10. AFFIRMATIVE ACTION

- ☒ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

11. ASSIGNMENT OF ANTI-TRUST CLAIMS

- ☒ Have you read and agreed with California Government Code Sections 4550 – 4554?

12. CHILD SUPPORT OBLIGATIONS

- ☒ Have you read and agreed with Child Support Obligations provisions?

IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

EXHIBIT A

Vendor Identification Form

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

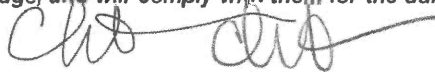
GENERAL INFORMATION																		
Legal Name: Merrimac Petroleum, Inc.	Doing Business As: Merrimac Energy Group																	
Are you an independent contractor eligible to receive a 1099-MISC? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> EIN or SSN: 77-0189045 (A TIN (SSN or EIN) and W-9 are required)	License or Registration Number (if applicable): NA Payment Terms (code): <table border="1"><tr><td>NA</td><td></td><td></td><td></td></tr></table> Seller's Permit Number (if applicable): SRYAA 24-883365	NA																
NA																		
Ownership: <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (specify):	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/ Nonresident Withholding Guidelines for information go to : www.ftb.ca.gov/ <input type="checkbox"/> Form-590 <input type="checkbox"/> Form-588 <input type="checkbox"/> Form-589 <input type="checkbox"/> Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515 BTRC/Vendor Registration Number: <table border="1"><tr><td>0</td><td>0</td><td>0</td><td>0</td><td>6</td><td>9</td><td>2</td><td>6</td><td>9</td><td>5</td><td>-</td><td>0</td><td>0</td><td>0</td><td>1</td><td>-</td><td>8</td></tr></table> <input type="checkbox"/> BTRC/VRN application pending (please attach the application) For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm	0	0	0	0	6	9	2	6	9	5	-	0	0	0	1	-	8
0	0	0	0	6	9	2	6	9	5	-	0	0	0	1	-	8		
BUSINESS ADDRESS																		
Street: 3738 Bayer Ave Suite #: 204	Contact Person: Katie Bark																	
City: Long Beach	Contact Person's Title: Sales and Marketing																	
State: CA Zip Code: 90808	Fax: 562-420-6005 Phone: 562-420-6000																	
Website: www.merrimacenergy.net	Email: kbark@merrimacenergy.net																	
Remittance address (if required and different from the above): NA																		
BUSINESS INFORMATION																		
Service Area: International <input type="checkbox"/> National <input type="checkbox"/> Regional <input checked="" type="checkbox"/> Local <input type="checkbox"/>	Years in Business: 35 Number of Employees: 7																	
BUSINESS CERTIFICATION (Check all that apply)																		
<input checked="" type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (according to SBA criteria) <input type="checkbox"/> Minority Women Business Enterprise (MWB)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise <input type="checkbox"/> Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.																	
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE																		
EEO Officer (name): Mary Hazelrigg	Phone Number: 562-420-6000																	
EEO Officer's Title: President	Email: mhazelrigg@merrimacenergy.net																	

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☒. If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature



Date

May 22, 2023

Print Name Katie Bark

Title

Sales and Marketing

For LAWA use only:	
Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____ Phone No: _____
SAP Action (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Form VIF 03/26/19

EXHIBIT A

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
58952	Department of General Services	Jeffrey McKimson 213-978-3790	4/5/2020	Approximately October 2021	Supplied propane and diesel for COVID site generators at Dodger Stadium, including a weekly propane delivery.	\$1,500,000.00
58952	Department of General Services	Jeffrey McKimson 213-978-3790	2/9/2009	Ongoing	Signed a contract in 1997 for Jet A fuel and have extended this contract to present.	\$30,000,000.00
PO # 00141A-1	LA Department of Water and Power	Ernest Keith Hall 818-771-4161	6/26/2020	04/2023	Provide diesel fuel throughout LA County.	\$6,000,000.00
025492	LA Department of Water and Power	Justin Lin 213-367-5884	May 2020	May 2024	Supply of propane to various generators.	\$800,000.00
00825C 8F371358	LA Department of Water and Power	Sandra Casillas 213-367-3869	06/26/2020	June 2023	Supply of jet fuel.	\$750,000.00
4500328368	Los Angeles World Airports	Chafequah Diamond Gentry 661-916-5227 Carlos Aguilar 424-646-7419	03/2019	03/2023	Supply and delivery of unleaded and diesel fuel at LAX and Van Nuys airports.	\$671,802.80
00288B3	LA Department of Water and Power	Sandra Casillas 213-367-3869	04/2023	07/2026	Supply of jet fuel.	Min: \$247,944.00 - Max: \$1,239,719.00

EXHIBIT A

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF Los Angeles)
) ss.:
)

Mary Hazelrigg being first duly sworn, deposes and says:
 (Type or print name) President of
 that he or she is the Merrimac Petroleum, Inc.
 (Type or print name of company/firm), who submits herewith

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Mary Hazelrigg
 Name: Mary Hazelrigg
 Title: President

Subscribed and sworn to (or affirmed) before me on this 22nd day of May, 2023, by
Mary Hazelrigg, proved to me on the basis of satisfactory evidence to be the person(s)
 who appeared before me.

Dee Paul J.
 Notary Public

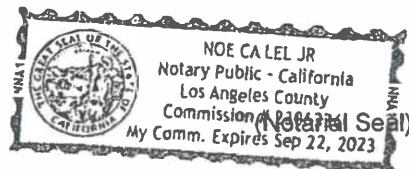


EXHIBIT A

Bidder Contributions

ATTENTION:

The following CEC Form 55 **must** be signed on page 1 and you are required to list all principals on Schedule A. Please refer to the attached instructions.

If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid may be deemed non-responsive.

Form 55 Instructions



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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35 apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

FORM
55Prohibited Contributors
(Bidders)Los Angeles City
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing ☒ Amendment: Date of Signed Original 3/19/2019 Date of Last Amendment 3/19/2019

Reference Number (Bid, Contract, or RAMP): 121-097 (Rebid) Date Bid Submitted: 5/22/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Supply and Delivery of Bulk Unleaded Gasoline and Diesel Fuels to LAX and Van Nuys airports

Awarding Authority (Department awarding the contract): Los Angeles World Airports

Bidder Name: Merrimac Petroleum, Inc. DBA Merrimac Energy Group

Bidder Address: 3738 Bayer Ave Suite 204, Long Beach CA, 90808

Bidder Email Address: kbark@merrimacenergy.net Bidder Phone Number: 562-420-6000

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes



No



2. SCHEDULE B — Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes



No

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 3

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Mary Hazelrigg

Name

Signature

President

Title

5/22/2023

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Mary Hazelrigg Title: President
Address: 3738 Bayer Ave Suite 204, Long Beach CA, 90808

Name: Mary Hazelrigg Title: Vice President
Address: 3738 Bayer Ave Suite 204, Long Beach CA, 90808

Name: Mary Hazelrigg Title: Secretary, Treasurer
Address: 3738 Bayer Ave Suite 204, Long Beach CA, 90808

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Mike Roche

Subcontractor's Address

8445 Atlantic Ave Cudahy CA 90201

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☒ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Mike Roche

Title: Owner

Address: 8445 Atlantic Ave Cudahy CA 90201

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☒ Check this box if additional Schedule B pages are attached.

Page 1/3

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Infinity Tank Lines

Subcontractor's Address

14835 Dartmoor Avenue Norwalk CA 90650

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☒ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functionally equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Omar Flores Title: Owner

Address: 14835 Dartmoor Avenue Norwalk CA 90650

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☒ Check this box if additional Schedule B pages are attached.

2/3

Prohibited Contributors
(Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Challenger

Subcontractor's Address

5743 Smithway Street Commerce CA 90046

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☒ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Ahmad Chaaban Title: Owner

Address: 5743 Smithway Street Commerce CA 90046

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

3/3

Contractor Responsibility Program

EXHIBIT A

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

Supply and Delivery of Bulk Unleaded Gasoline and Diesel Fuels

A. PROJECT TITLE: to LAX and Van Nuys Airports

B. BIDDER/CONTRACTOR INFORMATION:

Merrimac Petroleum, Inc.	Merrimac Energy Group		
Legal Name	DBA		
3738 Bayer Ave Suite 204	Long Beach	CA	90808
Street Address	City	State	Zip
Katie Bark, Sales and Marketing	562-420-6000	562-420-6005	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.
- ☒ An update of a prior CRP Questionnaire dated 11 / 13 / 22. Please complete all questions and sign Attachment A.
- ☐ A copy of the initial CRP Questionnaire dated ____ / ____ / ____/. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Mary Hazelrigg, President

Print Name, Title



Signature

5/22/2023

Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No Please see attachment A.

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

PLEASE KEEP CONFIDENTIAL.

Los Angeles World Airports
Contractor Responsibility Program
Questionnaire

4

ATTACHMENT "A" FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

Item 10

1. City of Los Angeles - 58952 - Jeffrey McKimson - 213-978-3784: Delivery of Jet A and diesel go City generators when current fuel supplier cannot perform. Great relationship with the City, who also acts as a reference for us for potential new customers. We have worked with the City since 1997, but this contract began 2/9/2009 and has been extended to present. Contract value: \$24,000,000.00 to date.
2. City of Long Beach - Ryan Van Andel - 562-570-5405: Delivery of gasoline, clear diesel, and renewable diesel to City facilities and have had a great relationship since 1995. In January 2023 Merrimac renewed this bid for another four years. Contract value: \$21,000,000.00 to date.
3. City of Burbank - PA No. 2104 - Lisa Villegas - 818-238-5460: Delivery of gasoline ad diesel to all City facilities and have had a good relationship with them throughout the duration of this contract. Merrimac is currently on its second four-year contract; this contract was extended due to superior service. Contract value: \$8,000,000.00.
4. Long Beach Transit - L84749 - Vivian Garcia - 562-599-8546: Delivery of gasoline and diesel to City facilities. We have never had any issues reported and have made 3-4 deliveries per week since 2016. This contract has been renewed multiple times. Contract value: \$22,000,000.00.
5. City of Glendale - 8000309 - Shea Eccleston-Banwer - 818-550-3433 - Delivery of gasoline and diesel to all City facilities and Fire Stations since 2017. This customer acts as a reference for us for potential new customers. Contract value: \$1,650,000.00 to date.
6. City of Torrance - 2019-00000522 - Denise Rabb - 310-618-5823: Delivery of all gas and diesel to City facilities and Fire Stations. This contract began in March 2019 and continues to present. Contract value: \$6,000,000.00
7. City of Huntington Beach - Cody Jahn - 714-375-5047: Delivery of all grades of gasoline, clear diesel, and renewable diesel. Contract began in February 2019 and was extended to 2025. We were recently awarded a contract for Jet A through 2026. Contract value: \$6,000,000.00.
8. City of Ventura - Nicole Supan - 805-658-4716: Delivery of gasoline, dyed diesel, renewable diesel, and oils. Contract started in 2017 and were just awarded a three-year extension to 2026. Contract value: \$3,900,000.00 to date.
9. Edwards Air Force Base (Lancaster, CA) - Constance Farmer - 661-275-2376: Supply and delivery of Avgas 100 LL in May 2022.
10. County of Orange - 5S6993 - Robert Esparza - 714-567-5153: Supply of diesel and DEF. Contract value: \$250,000 to date.
11. Orange County Fire Authority - B01729 - James Aguilar - 714-573-6647: Delivery of clear and dyed diesel and gasoline to all Fire Stations within the County. We have made 10-20 deliveries per week without issue since 2017. Contract value: \$8,000,000.00.
12. Defense Logistics Agency - Matt Womer - 571-767-9543: Supply of gasoline and diesel to federal facilities in Texas and California on a five-year contract. Contract value: \$3,000,000.00 to date.
13. LA Department of Water and Power - PO 00141A-1 - Ernest Keith Hall - 818-771-4161: Supply and delivery of diesel throughout LA County. Contract value: \$6,000,000.00.
14. Zion National Park - Kevin Riehl - 435-668-7995: Supply and deliver propane between 2021-2026. Contract value: \$1,937,500
15. Lawrence Livermore Labs - Mike Gonigan - 925-424-4165: Delivery of gasoline, diesel, and E85 to all laboratories since January 2019. We maintain a great relationship. Contract value: \$2,000,000.00.
16. Solano County - D0116720 - Michelle Offerman - 707-435-2800: Delivery of gasoline, diesel, and E85 throughout the County. Since 2016, we have maintained a great relationship with no issues recorded. Contract value: \$6,000,000.00.
17. Los Angeles World Airports - 4500328368 - Carlos Aguilar - 424-646-7419: We are the current supplier for LAWA for diesel and unleaded fuels. This contract began in 2019. Contract value: \$671,802.80

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Mary Hazelrigg, President
Print Name, Title


Signature

5/22/2023
Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Merrimac Petroleum, Inc. 3738 Bayer Ave Suite 204 Long Beach CA 90808 562-420-6000

Company Name, Address and Phone Number



Signature of Officer or Authorized Representative

5/22/2023

Date

Katie Bark, Sales and Marketing

Print Name and Title of Officer or Authorized Representative

Supply and Delivery of Bulk Unleaded Gasoline and Diesel Fuels to LAX and Van Nuys Airports

Project Title

Iran Contracting Compliance Affidavit

EXHIBIT A

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

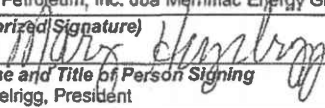
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Merimac Petroleum, Inc. dba Merrimac Energy Group / JP Morgan Chase		BTRC (or n/a) 0000692695-0001-8
By (Authorized Signature) 		
Print Name and Title of Person Signing Mary Hazelrigg, President		
Date Executed 5/22/2023	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

Equal Benefits Ordinance

LAWA EBO COMPLIANCE

FOR LAWY CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoer@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Company Address: 3738 Bayer Ave Suite 204

City: Long Beach State: CA Zip: 90808

Contact Person: Katie Bark Phone: 562-420-6000 E-mail: kbark@merrimacenergy.net

Approximate Number of Employees in the United States: 7

Approximate Number of Employees in the City of Los Angeles: 0

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☒..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Merrimac Petroleum Inc.
DBA Merrimac Energy Group

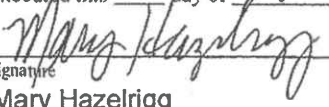
will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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.

Executed this 22 day of May, in the year 2023, at Long Beach, CA
(City) (State)


Signature
Mary Hazelrigg
Name of Signatory (please print)
President
Title

3738 Bayer Ave Suite 204
Mailing Address
Long Beach CA 90808
City, State, Zip Code
77-0189045
EIN/TIN

Insurance



LOS ANGELES WORLD AIRPORTS

RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

NAME: BULK DIESEL AND UNLEADED FUEL
AGREEMENT/ACTIVITY: NELA / Procure and Deliver Unleaded and Diesel Fuel for Lax and VNY Airports
LAWA DIVISION: Airport Operations - Emergency Management Division
WIZARD ID.: 10365

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum evidence of insurance required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

LIMITS

(X) Workers' Compensation

Statutory

- (X) Waiver of Subrogation, specifically naming LAWA **(Please see attached supplement)**
- () Voluntary Compensation Endorsement

(X) Commercial Automobile Liability - covering owned, non-owned & hired auto **\$1,000,000**

(X) Commercial General Liability - including the following coverage:

\$1,000,000

- (X) Premises and Operations
- (X) Contractual (Blanket/Schedule)
- (X) Independent Contractors
- (X) Personal Injury
- (X) Products /Completed Operations
- (X) Additional Insured Endorsement, specifically naming LAWA **(Please see attached supplement).**
- (X) Explosion, Collapse & Underground - required when work involves digging, excavation, grading or use of explosive materials.

****Coverage for Hazardous Substances must meet contractual requirements

RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE****
PLEASE SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG

10/2022



RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

The only evidence of insurance accepted will be either an ACORD Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Insurance companies, must have an AM Best rating of A- or better, and have a minimum financial size of at least four.

Endorsements:

- **Workers Compensation Waiver of Subrogation Endorsement
(WC 04 03 06 or similar)**
- **General Liability Additional Insured Endorsement**
- **Ongoing and Products - Completed Operations Endorsement**

Certificate Holder:

**Los Angeles World Airports
PO Box 92216
Los Angeles, CA 90009**

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

**A BLANKET/AUTOMATIC ENDORSEMENT IS NOT ACCEPTABLE UNLESS
YOU HAVE A DIRECT CONTRACT WITH LAWA.**

Language written on a certificate of insurance is not acceptable as an endorsement.

Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer of the Department of Airport (hereinafter referred to as "Chief Executive Officer") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specific coverages shall be filed with City prior to commencement of this contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Chief Executive Officer, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Chief Executive Officer deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

City Held Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses,

demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Hazardous and Other Regulated Substances

(a) Contractor's performance under this Contract and/or occupancy or use of any LAWA property shall be in full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances"). Said hazardous substances shall include, but shall not be limited to, mold, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of Contractor's noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, contamination, leak, discharge or improper storage affecting LAWA property caused or contributed to by Contractor or its employees, servants, agents, contractors or subcontractors, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground to the satisfaction of Chief Executive Officer. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(d) The provisions of this section shall survive the expiration or earlier termination of this Agreement.



1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits cannot be processed.

THE ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.
2. **What does LAWA consider as Acceptable Evidence of insurance?** The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
 - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**
 - c. The Certificate of Insurance and/or the True and Certified copy of the policy must be signed by the Authorized Representative.
 - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to add Los Angeles Worlds Airports as Additional Insured?** Possibly; there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker as .
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized agent/broker for their review. You may also contact us at (424) 646- 5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. **However**, if the documents submitted are project specific, you will need to submit forms for each project. Therefore it is suggested that forms submitted indicate they are for the maximum coverage required and all LAWA projects. Please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.

6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **How long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Evidence of Insurance is processed upon receipt by LAWA. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section at riskinsurance@lawa.org, as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Prior to the commencement of this contract, the successful bidder must provide proof of insurance. Do not spend any money to meet the insurance requirements until you are awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.

Note for Prime Contractors: Prime Contractors are responsible for ensuring that their Sub-contractors have adequate evidence of insurance coverage appropriate to the work to be performed. At a minimum, if airfield access is involved, the sub-contractor must show \$10 million in coverage, plus endorsements. If no airfield access is involved in the work, the minimum threshold is \$1 million, plus endorsements. In rare cases, if the work is performed entirely off site, there may be no need for evidence of insurance coverage.

10. **Where is the Risk Management Division's Insurance Compliance Section located?**

7301 World Way West
2nd Floor
Los Angeles, CA 90045
riskinsurance@lawa.org
Phone: (424) 646-5480

Office Hours: Monday-Thursday, 7:30 a.m. to 3:30 p.m.
Friday: 7:30 a.m. to 12:00 noon

Closed Holidays and weekends

For more information on LAWA's insurance requirements, visit our webpage at:
<https://www.lawa.org/en/lawa-tenants-411/risk-management/insurance-compliance>

**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES,
LOS ANGELES WORLD AIRPORTS**

Coverage & Limits: All insurance requirements established are based on the detailed scope of work and or/nature of your business with the Los Angeles World Airports (LAWA). The coverage and limits for each type of insurance are specified on the Insurance Requirements Sheet (IR Sheet).

Please give your insurance agent/broker a copy of the Insurance Requirements Sheet along with these instructions. All evidence of insurance must be authorized by a licensed insurance agent with authority to bind coverage.

1. **When to submit:** Normally, no work may begin until acceptable insurance is analyzed and approved by the Insurance Compliance Section. Upon approval the Contract Administrator will authorize a Notice to Proceed (NTP). So insurance documents should be submitted as early as practicable.
2. **Acceptable Evidence and Approval:** Electronic submission is the best method of submitting your documents, and designed to make the experience of submitting insurance information quick and easy. LAWA accepts the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance**, with applicable endorsements and waiver of subrogation. Other insurance industry certificates that have been approved by the State of California, Broker's Letters, and True and Certified copy of insurance policies may be accepted. The following items (**#4 and #5**) must accompany the form of evidence provided.
3. **Additional Insured Endorsements:** (CG20101185 / CG2010 / CG2037 or similar) are required acceptable for the general liability policy. All endorsements must name the **City of Los Angeles, Los Angeles World Airports (LAWA), its Board, and all of its officers, employees and agents as additional insured's.**
4. **Waivers of Subrogation:** Required For Workers Compensation.
5. **Blanket Endorsement or Waiver of Subrogation:** Acceptable only for contracts directly with LAWA. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state **LAWA** is an automatic or blanket additional insured.
6. **Certificate Language:** Language written on the Certificate of Insurance in the "Description of Operations Section" is not acceptable as an endorsement.
7. **Cancellation Notice:** All Certificates must provide a thirty (30) days' cancellation notice provision, ten (10) days for non-payment of premium).
8. **Self-Insure:** If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure, a copy of the certificate from the State consenting to self- insurance must be provided from the State of California as proof of insurance.
9. **Acceptable Insurers:** LAWA uses the A.M. Best Key Rating Guide as our reference. All acceptable insurers must have an A.M. Best **A-VI or better** rating to be acceptable to LAWA.

10. **Transportation Companies:** Passenger Carriers are regulated by the Public Utilities Commission (PUC). Any questions concerning passenger carrier requirements may be directed to the PUC.
 - 0-7 passengers.....\$750,000
 - 8-15 passengers.....\$1,500,000
 - 16 or more passengers \$5,000,000
11. **Vehicle Schedules:** Unless "ANY" auto is covered under the automobile policy, a vehicle schedule is required. The schedule issued on behalf of transportation companies must provide the make, model, VIN number and passenger count for every vehicle operating on Airport property.
12. **Multiple Policies:** More than one insurance policy may be required to comply with the insurance requirements.
13. **Underwriter:** In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
14. **Project Reference:** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate "ALL PROJECTS AT LAWA" covered. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc.
15. **Excess Insurance:** An Excess Umbrella policy can be provided to assist with meeting the insurance requirement limit(s) when the primary insurance coverage is less than the amount of coverage required for the project.
16. **Expiration and Renewal:** LAWA insurance file expiration coincides with your coverage expiration. Renewal is not automatic. You must provide the Insurance Compliance Section with renewal information. When renewing your insurance file information, the agent/broker/underwriter must provide current endorsements and waivers. The effective date on the Certificate of Insurance must coincide with the endorsements and waivers. Insurance documents cannot be altered and provided as proof of insurance.
17. **Contract Administrator:** Questions regarding your contract should be directed to your Contract Administrator or office responsible for your contract, lease, permit or other agreement.

Certificate Holder Information:

**Los Angeles World Airports
Attn: Risk Management Department
P.O. Box 92216
Los Angeles, CA 90009**

All questions relating to insurance should be directed to Risk Management, Insurance Compliance Section at (424) 646-5480.

Delays or failure in submitting acceptable insurance documentation and attachments may result in the withholding of payments, or the interruption and/or discontinuance of operations LAWA.

Email all insurance documentation and Correspondence to: **RISKINSURANCE@LAWA.ORG**

Municipal Lobbying Ordinance

ATTENTION:

The following CEC Form 50 **must** be filled out completely and signed.

If you fail to sign the form or if you submit an incomplete CEC Form 50, your proposal/bid may be deemed non-responsive.

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing ☒ Amendment: Date of Signed Original 3/19/2019 Date of Last Amendment 3/19/2019

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
121-097	Los Angeles World Airports
Bidder Name	
Merrimac Petroleum, Inc. dba Merrimac Energy Group	
Address	
3738 Bayer Ave Suite 204, Long Beach CA, 90808	
Email Address	Phone Number
kbark@merrimacenergy.net	562-420-6000

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Mary Hazelrigg

Name

Signature



President

Title

5/22/2023

Date

LOCAL BUSINESS PREFERENCE PROGRAM

EXHIBIT A

BIDS

(Pages LBPP-1 through LBPP-5)

**LOS ANGELES WORLD AIRPORTS (LAWA)
REQUEST FOR BIDS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
Board of Airport Commissioners Resolution No. 24781**

Effective July 1, 2012

Local Business Prime	8%
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Or

Local Business Subcontractor (s)	Up to 5%
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MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON LAWA-FUNDED CONTRACTS GREATER THAN \$150,000.00

A. General

This program is subject to the policies and requirements established by the Board of Airport Commissioners (BOAC). LAWA established the LBPP as part of its commitment to help local businesses participation in LAWA contracts. The LBPP seeks to leverage funds expended under contracts to stimulate local business activities, encourage businesses to set up operations locally, and to augment local job creation efforts. It will also lay a foundation for a sustainable local economic development by promoting the creation, expansion, and retention of local businesses. **LAWA shall opt out when the contract is funded by a grant or is federally-funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. Secondly, LAWA can opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Failure to comply shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency. However, LAWA is entitled to determine at anytime that it is not in LAWA's best interest to grant a Bid preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business.**

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, LAWA requires that the prospective local business submit an affidavit attesting as such on the Regional Alliance Marketplace for Procurement (RAMPLA) website. An affidavit form is attached and is also available to be downloaded on the RAMPLA website at rampla.org. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on RAMPLA shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on RAMPLA as such prior to the bid due date in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

C. Definitions

1. "Awarding Authority" means the Board of Airport Commissioners, or any employee or officer of Los Angeles World Airports (LAWA) authorized to award or enter into any contract on behalf of LAWA.
2. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of LAWA.
3. "Contractor" means the person, business or entity awarded the Contract by LAWA.
4. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts, this may include, but not be limited to Cash Discount, or Combined Award Discount.

5. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
6. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding document includes the CAD provision clause, it is applicable to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.
7. "Local Business" means a business entity that occupies work space within the County of Los Angeles and is in compliance with all applicable City or county licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at a minimum of 60 percent of their total, regular hours worked on an annual basis.
 - a. A business entity with multiple locations within the County can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
 - b. A business entity awarded a LAWA contract under the LBPP must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
8. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
9. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 60 days after the date on which the Contract with LAWA is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.
10. "Supplier" and/or "Regular Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Additionally, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously described if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers'

own distribution equipment shall be by a long-term lease agreement and not on and ad hoc or contract-by-contract basis.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive an 8% preference credit to their bid in excess of \$150,000.00 or bids in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.
2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% preference credit to their bids.
 - a. LAWA shall provide a 1% preference, up to a maximum of 5%, to the proposal price for every 10% of the cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the City.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive an 8% preference credit to its bids, as long as the proposed contract between the business and LAWA involves consideration no less than \$1,000,000.00 and has duration of no less than three (3) years.
 - a. To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at www.bca.lacity.org, which it shall attach and submit with its bid documents to LAWA.
5. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with LAWA is awarded. LAWA shall notify the Provisionally Qualified Local Business thirty (30) days to the anniversary of the second month notifying the business that it comply as a local business or contract award will be rescinded. Loss of status as a Provisionally Qualified Local Business is permanent; closure forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on LAWA Contracts.
6. Once a Provisionally Qualified Local Business is notified by LAWA of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following; (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2)

a business plan on its ability to become a Local business; (3) any other sufficient documentation required by LAWA.

All required supporting documentation/ evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to LAWA within 30 days of request.

- a. If LAWA is satisfied with documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the business the contract, LAWA prior to the execution of the contract shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business, the memo shall also list the documents received by LAWA, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.
7. The maximum preference for all qualifying local businesses, local subcontractor(s), and provisionally qualified local businesses shall not exceed \$1,000,000.00 for any bid.
8. A bid preference does not reduce the contract amount.
9. In the event where a certified Local business bids on a LAWA contract, and is determined by LAWA after the bid deadline to not qualify as a Local Business, the business will be eligible for a Local Subcontractor Preference of up to 5 percent, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
 - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
 - b. It is the responsibility of the business registered on RAMPLA as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within seven days of the change. Failure to do so shall be construed as a misleading and/or false statement.
10. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
11. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Subcontractor (s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor (s) with another Local Subcontractor (s) within 60 days of notification by LAWA. LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
12. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall lose its status as such for up to five years. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

E. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by LAWA or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant's allegations.
2. Any complaints that meet the criteria of No. 1 shall be investigated by BCA, OCC in its role as the Designated Administrative Agency.

Submit complaints to:

**By Mail Office of Contract Compliance
Bureau of Contract Administration
Department of Public works
1149 South Broadway, Suite 300
Los Angeles, CA 90015**

By Email bca.biphelp@lacity.org

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Bidder/Proposer and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit. You may add pages as needed.

Project Title – The name of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount bidder/proposer proposed for the project.

Company Information – The complete name, address, phone number (including area code), Federal Tax Identification Number, email and contact person for the bidder/proposer and each subcontractor, vendor or supplier.

- **Ethnicity** – African American, Hispanic American, Native American, Asian-Pacific Islander, Subcontinent Asian Indian, Asian American, Aleut, Eskimo, Caucasian

- **Gender** – Male, Female

- **Certification Type*** –

ACDBE (Airport Concession Disadvantaged Business Enterprise)
DBE (Disadvantaged Business Enterprise)
DVBE (Disabled Veteran Business Enterprise)
LBE (Local Business Enterprise)
LSBE (Local Small Business Enterprise)**
MBE (Minority Business Enterprise)
SBE (Small Business Enterprise)
WBE (Woman Business Enterprise)

*Any firm that is not certified as an ACDBE, DBE, DVBE, LBE, LSBE, MBE, SBE or WBE is considered an OBE (Other Business Enterprise).

**LSBE designation is only for firms that are certified as both SBE and LBE.

- **Certifying Agency** – Agency that issued the certification
City of Los Angeles (Department of Public Works)
CALIF DGS (State of California Department of General Services)
CALTRANS (California Department of Transportation)
METRO (L.A. County Metropolitan Transportation Authority)
SBA (Federal Small Business Administration)
DVA (Department of Veterans Affairs)
USWCC (US Women's Chamber of Commerce)
WBEC-WEST (Women's Business Enterprise Council – WEST)
NWBOC (National Women Business Owners Corporation)

Description of Project Services – A brief description of the work the bidder/proposer or subcontractor will perform.

NAICS – North American Industry Classification System codes listed at <http://www.census.gov/epcd/www/naics.html>

In order to receive credit for ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation, the companies must be certified in the NAICS code for the specific work they will perform on the contract.

Amount Proposed – Indicate the anticipated amount to be paid to the subcontractor over the term of the contract.

Proposed Percentage – Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount.

Please note: For projects with ACDBE or DBE goals, the Code of Federal Regulations, Title 49, Part 26.55(e) allows only 60% of the Amount Proposed to be used in the calculation for a subcontractor who is a regular dealer/supplier.

Signature/Date – This form must be signed by a responsible person capable of committing the firm contractually.

Participation Level Proposed by Bidder/Proposer –

Indicate the level of ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation proposed by Bidder/Proposer.

Goal(s) Stated in the Request for Bid/Proposal –

The ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE goal(s) established by Procurement Services Division for the Request for Bid/Proposal.

For information regarding the certification process, please call the Department of Public Works, Centralized Certification Section at (213) 847-2684.

Rev 8/9/17

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.

Project Title: Supply and Delivery of Bulk Unleaded Gasoline and Diesel Fuels to LAX and Van Nuys Airports Today's Date: 5/22/2023

BIDDER/PROPOSER COMPANY INFORMATION		Bid/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME: Merrimac Petroleum, Inc. dba Merrimac Energy Group	ETHNICITY: Caucasian	\$1,041,776.82		Supply of diesel and unleaded gasoline to LAX and Van Nuys airports. Merrimac will handle all orders and deliveries for LAX and Van Nuys airports on a prompt and regular basis.
ADDRESS: 3738 Bayer Ave Suite 204	GENDER: Female			
CITY/STATE/ZIP: Long Beach CA 90808	FEDERAL TAX ID #: 77-0189045			
CONTACT NAME: Katie Bark	EMAIL: kbark@merrimacenergy.net			
TELEPHONE NO: 562-420-6000				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE				
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER National Women's Business Enterprise				NAICS: 424718, 424720, 454310, 324199, 333914
SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Mike Roche	ETHNICITY: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel orders.
ADDRESS: 8445 South Atlantic Avenue	GENDER: Unknown			
CITY/STATE/ZIP: Cudahy CA 90201	FEDERAL TAX ID #: 951930604			
CONTACT NAME: Christina	EMAIL: mikerochesafety@yahoo.com			
TELEPHONE NO: 323-773-4923				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER unknown				NAICS: 484000
NAME: Elite Fuels Transport	ETHNICITY: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel orders.
ADDRESS: 155 Iowa Avenue	GENDER: Unknown			
CITY/STATE/ZIP: Riverside CA 92507	FEDERAL TAX ID #: 270158559			
CONTACT NAME: Sandra Valenzuela	EMAIL: sandra@elifefueltrans.com			
TELEPHONE NO: 951-274-0555				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER unknown				NAICS: 484000

Rev 8/9/17

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Wood Oil Company	ETHNICITY: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel orders.
ADDRESS: 1532 West 132nd Street	GENDER: Unknown			
CITY/STATE/ZIP: Gardena CA 90249	EMAIL: orders@woodoil.com			
CONTACT NAME: Bill Scoellkopf	FEDERAL TAX ID #: 26332678			
TELEPHONE NO: 323-321-3864				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 484000
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER unknown				
NAME: Infinity Tank Lines	ETHNICITY: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel orders.
ADDRESS: 14835 Dartmoor Avenue	GENDER: unknown			
CITY/STATE/ZIP: Norwalk CA 90650	EMAIL: dispatch@infinitytankline.com			
CONTACT NAME: Omar Flores	FEDERAL TAX ID #: 262610113			
TELEPHONE NO: 562-307-0910				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 484000
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER unknown				
NAME: Vista Transport	ETHNICITY: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel orders.
ADDRESS: 10981 San Diego Mission Road #105	GENDER: unknown			
CITY/STATE/ZIP: San Diego CA 92108	EMAIL: dispatch@vistaenergytrans.com			
CONTACT NAME: Lizzie Victorio	FEDERAL TAX ID #: 942514319			
TELEPHONE NO: 619-326-0323				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 484000
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER unknown				
NAME: Mohsen Transportation	ETHNICITY: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel orders.
ADDRESS: 3750 Oceanic Way Suite 402	GENDER: Unknown			
CITY/STATE/ZIP: Oceanside CA 92056	EMAIL: dispatch@mohsenoil.com			
CONTACT NAME: Troy	FEDERAL TAX ID #: 272224769			
TELEPHONE NO: 760-754-2009				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 484000
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER unknown				

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Challenger	ETHNICITY: Unknown	Approximately \$8,000.00	Approximately 11.625%	Subcontractor will transport the fuel orders.
ADDRESS: 5743 Smithway Street	GENDER: unknown			
CITY/STATE/ZIP: Commerce CA 90046	EMAIL: achaaban@challengerpetro.com			
CONTACT NAME: Ahmad Chaaban	FEDERAL TAX ID #: 954787971			
TELEPHONE NO: 626-705-3487				
CERTIFICATION TYPE: ACD BE DBE DVBE MBE LBE LSBE SBE WBE				
CERTIFYING AGENCY: CITY OF L.A. CALIF DGS CALTRANS METRO SBA DVA USWCC NWBOC WBEC-WEST OTHER unknown			NAICS: 484000	

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors anticipated to be utilized if this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

Participation Level(s) Proposed by Bidder/Proposer: unknown/NA	___ %	<input type="checkbox"/> ACD BE
	___ %	<input type="checkbox"/> DBE
	___ %	<input type="checkbox"/> DVBE
	___ %	<input type="checkbox"/> LBE
	___ %	<input type="checkbox"/> LSBE
	___ %	<input type="checkbox"/> MBE/WBE
	___ %	<input type="checkbox"/> SBE

Goal(s) Stated in the Request for Bid/Proposal:	___ %	<input type="checkbox"/> ACD BE
	___ %	<input type="checkbox"/> DBE
	___ %	<input type="checkbox"/> DVBE
	10 %	<input checked="" type="checkbox"/> LBE
	___ %	<input type="checkbox"/> LSBE
	___ %	<input type="checkbox"/> MBE/WBE
10 %	<input checked="" type="checkbox"/> SBE	


SIGNATURE

May 22, 2023
DATE

Katie Bark
PRINT NAME

Sales and Marketing
TITLE

562-420-6000
PHONE

AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

I have read and agree to the provision above. My contact information is included with the Vendor ID Form within the administrative requirements package.


Mary Hazelrigg,
President and Owner



ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

Read and acknowledged 5/22/2023.


Mary Hazelrigg, President
and Owner



CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

Read and acknowledged on 5/22/2023.

Mary Hazelrigg
Mary Hazelrigg,
President and Owner

clw

CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

"CARB" shall mean the California Air Resources Board.

"Covered Vehicle" is defined in Section II below.

"Compliance Plan" is defined in subsection VII.C. below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

II. Covered Vehicles.

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

III. Maximum Allowable Vehicle Age Requirement. In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

IV. Compliance Schedule.

- A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.
- B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

V. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

VI. Annual Reporting Requirement.

- A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.
- B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.
- C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

VII. Enforcement.

- A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:
 - i) Failure to submit an annual report pursuant to Section VI above.
 - ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
 - iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.
- B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.
- C. Compliance Plan.**
- i) Operators shall transition to compliant vehicles as soon as practicable.
 - ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
 - iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
 - iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.
- D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

IX. Periodic Review. This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.