

TO: HARBOR DEPARTMENT PURCHASING OFFICE  
500 Pier "A" Street  
Berth 161  
Wilmington, CA 90744

BID NO. F-1240 Page 1  
Show this number on envelope

 Agreement No.: \_\_\_\_\_

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Huntington Beach, CA ON THE 3rd DAY OF March, 2025  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Pinnacle Petroleum, Inc.

Phone (714) 841-8877 Fax (714) 477-5507

Address 16651 Gemini Lane Huntington Beach CA 92647  
Street City State Zip

  
Signature Liz McKinley President  
Printed Name Printed Title

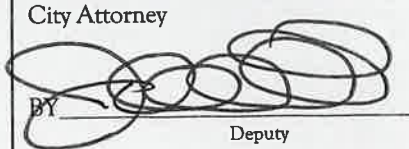
Signature Liz McKinley Secretary  
Printed Name Printed Title

(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2025  Notary Seal _____ Signature _____ Date _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.  By _____ Executive Director Harbor Department	Approved as to form and legality <u>3/19</u> , 2025 City Attorney  BY _____ Deputy  PINNACLE PETROLEUM, INC 16651 GEMINI LANE HUNTINGTON BEACH, CA 92647
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1240

**SUBMIT BID TO:**

Los Angeles Harbor Department  
Purchasing Office, 1st Floor  
500 Pier A Street  
Wilmington, CA 90744

**OFFICE HOURS:**

7:30 a.m. – 4:30 p.m.  
Monday through Friday (excluding Holidays)

**BID DUE BEFORE  
2:00 P.M.  
March 07, 2025**

**Buyer:** Jacquelyn L. Estrada, Procurement Analyst  
**Email:** JEstrada@portla.org

**BIDS WILL BE PUBLICLY  
OPENED**

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

## **DELIVERED 10% ETHANOL (E10) REFORMULATED GASOLINE**

**BIDS** are requested for the annual requirements of the Los Angeles Harbor Department (“Department” or “City”) for **DELIVERED E10 GASOLINE** to be furnished and delivered as may be required upon the execution of the Order/Contract for a period of one (1) year from the date of contract execution, including two (2) one-year renewal options, subject to the approval of the Executive Director and the Board of Harbor Commissioners.

Prices are requested in the form of a Discount or Mark-up from the Oil Price Information Service (OPIS), Weekly, without car, Petroleum Administration for Defense Districts (PADD) region 5 average price, Los Angeles Area, current at time of fueling. (Vendor to indicate either Discount or Mark-Up in order to reflect final price to the City. Failure to do so may deem bid non-responsive.)

**LEGISLATIVE MANDATES.** The Los Angeles Harbor Department seeks to procure Reformulated gasoline per the following Federal and State mandates:

- Reformulated Gasoline Program (RFG) Clean Air Act Amendments 1990: 42 U.S.C. 7545(k)(10)(D)
- California Reformulated Gasoline Regulations, Phase 3 (CaRFG3): Title 13, California Code of Regulations, Sections 2250-2273.5, as amended, effective February 16, 2014

PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX, UNLESS OTHERWISE QUOTED.

REQ. NO.: REQ6240  
NOTIFY: T. CAREY  
PAGE 2

BIDDER MUST SIGN THIS BID ON PAGE 1, **WET SIGNATURES REQUIRED.**



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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1240  
(SHOW THIS NUMBER ON ENVELOPE)

1. **GASOLINE, 10% ETHANOL, REFORMULATED (E10), UBD RACK AVERAGE (PER GALLON)**

Discount     Mark-Up    from OPIS    - \$ 0.1315

2. **FEDERAL AND STATE-MANDATED FEES (PER GALLON)\***

Fees are quoted at the rate assessed on the date of bid submission and are subject to change without notice.

a. CA AB32 Environmental Surcharge    \$ 0.00758

b. CA Child Lead-Poisoning Fee    \$ 0.00281

c. CA Gas Excise Tax    \$ 0.59600

d. Federal Environmental Fee – E10    \$ 0.00210

e. Federal Superfund Fee – E10    \$ 0.00405

f. Federal Gas Leaking Underground Storage Tank (LUST) Tax    \$ 0.00100

\*Fees may vary depending on refinery pricing.

3. **FREIGHT/DELIVERY (PER GALLON)**

Freight/Delivery Costs    \$ 0.0576

**TANK INFORMATION.**

Location	Tank #	Tank Type	Capacity*	Fuel Type
500 Pier A Street, Berth 161, Wilmington, CA 90744	1	Underground	12,000	UL
425 S. Palos Verdes Street, San Pedro, CA 90731	1	Underground	6,000	UL

\*Tanks can be filled to 90% Capacity.

# FORMAL REQUEST FOR BID

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## BIDDERS' INSTRUCTIONS

**BID SUBMITTAL TIMELINESS.** Bidders ("Vendor", "Contractor", "Supplier") solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered/received at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, email server issues, traffic congestion, security measures, and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, bidders shall complete and return all bid documents requested by the Department, including addenda, specifications, drawings and all forms. It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed bid documents. The original and all copies shall include all bid documents requested by the Department, including addenda, specifications, drawings and all forms. The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all bid documents requested by the Department at the bid closing date and time.

**ADDENDA.** From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/> . It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

**SPECIFICATION CHANGES.** If any provisions of the Specifications preclude bidder from submitting a bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Buyer or Director at least five (5) working days before the bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

**TECHNICAL CORRECTIONS.** The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

**AWARD.** The Harbor Department reserves the right to reject any or all Bids, award Bids as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein. It is the intent of the Harbor Department to award contract to one (1) supplier.

**BID RECAPS.** Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>



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## MATERIALS, EQUIPMENT AND SERVICE

### VENDOR CONTACT FOR CONTRACTUAL ISSUES.

Contact Person: Kristen Tavares  
Title: Contracts Manager  
Telephone: (714) 841-8877  
Email Address: ktavares@pinnaclepetroleum.com

### VENDOR CONTACT FOR SERVICE REQUESTS AND BILLING ISSUES.

Contact Person: Josie Yadrick  
Title: Billing Supervisor  
Telephone: (714) 841-8877  
Email Address: jyadrick@pinnaclepetroleum.com  
24-Hour Contact  
Phone: (714) 841-8877

### BUSINESS HOURS. Dispatch is available 24/7/365

Vendor to indicate business hours:

Monday-Friday: 7 A.M. to 6 P.M. Time Zone: PST

Saturday:        A.M. to        P.M.  Closed Dispatch is available 24/7/365  
dispatch@pinnaclepetroleum.com

Sunday:        A.M. to        P.M.  Closed Dispatch is available 24/7/365  
dispatch@pinnaclepetroleum.com



# FORMAL REQUEST FOR BID

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HARBOR DEPARTMENT

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**RENEWAL OPTIONS.** State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one (1) or two (2) years, from the date of expiration, under the same terms and conditions, and at the same percentage discount or markup quoted herein. Option(s) granted will not be considered as a factor in awarding contracts.

YES  NO Option granted for one (1) additional year.

YES  NO Option granted for second (2<sup>nd</sup>) additional year.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

## INSURANCE CLAUSES / LIMITS

### INDEMNIFICATION AND INSURANCE:

#### Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Vendors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City.

#### Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Vendor's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Vendor's behalf.



# FORMAL REQUEST FOR BID

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## POLICY COPIES

Upon request by City, Vendor shall furnish a copy of the binder of insurance and/or full certified policy for any insurance policy required herein. This requirement shall survive the termination or expiration of this Agreement.

## PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

## NOTICE OF CANCELLATION

For each insurance policy described above/below, the Vendor shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

## RENEWAL OF POLICIES

At least thirty (30) days prior to the expiration of any policy, Vendor shall direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <http://kwikcomply.org> a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified below. If Vendor neglects or fails to secure or maintain the insurance required below, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the City's interests. The cost of such insurance will be deducted from the next payment due Vendor.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

### NOTE

**FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.**



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# FORMAL REQUEST FOR BID

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## General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than five million Dollars (\$5,000,000.00) combined single limit for injury or claim. Where Vendor provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Vendor provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

## **Coverage for Sudden and Accidental Pollution Incidents shall be included.**

Where Vendor's operations involve work within 50 feet of railroad track, Vendor's Commercial General Liability coverage shall also have the railroad exclusion deleted.

## Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than five million Dollars (\$5,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.



# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

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## Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Vendor shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included.

Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

## Pollution Liability Insurance or Environmental Impairment Liability

Vendor shall procure and maintain throughout the term of this Agreement, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available), with Vendor's normal limits of liability but not less than ten million Dollars (\$10,000,000.00) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Vendor's services under this Agreement. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. Vendor's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Vendor described under the scope of services of this contract and include:

(a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Vendor is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.



# FORMAL REQUEST FOR BID

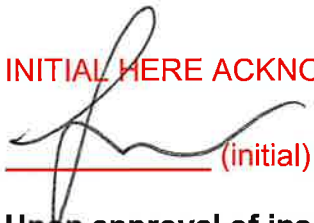
CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1240  
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The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by Department shall be excess of Vendor 's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of the Vendor, and shall not contain any other exclusions contrary to the Agreement with the City.

Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary and Non-Contributory additional insureds.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

  
(initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

**NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED**

## DELIVERY

**DELIVERY LOCATIONS.** Delivery shall be made to fuel tanks located at:

- C&P Warehouse: 500 Pier A Street, Berth 161, Wilmington, CA 90744.
- Harbor Administration Building (HAB): 425 S. Palos Verdes Street, San Pedro, CA 90731, via Port of Los Angeles High School (POLAHS), 250 W 5th St, San Pedro, CA 90731
- Other locations in the Port of Los Angeles as directed by Department personnel

**DELIVERY SCHEDULE.** Unless otherwise specified at time of order, delivery is required within two (2) business days of delivery request.

**PROOF OF DELIVERY.** At time of delivery, or as soon as practicable, Vendor shall present a Bill of Lading and Order Receipt including product information, date of delivery, time of delivery, gallons delivered, delivery location, and Signature of Department personnel who accepted delivery.



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## FINANCIAL CLAUSES

**ESTIMATED EXPENDITURE.** Total expenditures under this contract are estimated to be **\$750,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

**FEDERAL EXCISE TAX.** The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. **New vendors will be required to supply a BTRC/VRN number after award but before payment.**

BTRC Number: 0003082991-0001-9

**INVOICES.** Vendor to include a copy of the O.P.I.S. price sheet, current at time of fueling, with all invoices.

**SALES TAXES.** Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

**SALES TAX PERMIT.** A valid California State Board of Equalization Seller's Permit is required to collect California State Sales Tax.

Permit Number: 99-661168



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**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please submit a copy of your IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

NAME: N/A

REMIT TO: ADDRESS: \_\_\_\_\_

A/R EMAIL: receivables@pinnaclepetroleum.com

Invoices submitted for payment where the invoice name and address do not match as they appear on the Purchase Order or as indicated in the space above, will not be processed and will be returned to the vendor.

**WITHHOLDING REQUIREMENTS.** The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department 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).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>



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Please Check One:

Both Bidder's Legal Address (as stated on the attached IRS Form W-9) and Remittance Address as stated under VENDOR PAYMENT are located within the State of California - Withholding Forms Not Required.

Withholding Forms Attached

## GENERAL AND STATUTORY REQUIREMENTS

**SAFETY AND HEALTH REQUIREMENTS.** All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

**STORM WATER POLLUTION PREVENTION PLAN, SWPPP.** All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 5th floor, 425 S. Palos Verdes Street, San Pedro, California 90731.

**CARE AND CUSTODY.** The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

**CHEMICALS.** As directed by the Occupational Safety and Health Act of 1970 and the Hazardous Substances Information and Training Act of 1980, vendor must provide a Material Safety Data Sheet for all chemicals furnished. The Harbor Department reserves the right to refuse all deliveries not accompanied by a Material Safety Data Sheet.

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.



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BID NO. F-1240  
(SHOW THIS NUMBER ON ENVELOPE)

**SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES.** It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**LOCAL BUSINESS PREFERENCE PROGRAM.** The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to an LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines an LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.



# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1240  
(SHOW THIS NUMBER ON ENVELOPE)

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

## **ETHICS.**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders 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, 12 months after the contract is signed. The bidder's 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 must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).**

**PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any



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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1240**  
(SHOW THIS NUMBER ON ENVELOPE)

subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendors who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles>.

**BIDDER/VENDOR'S RAMP ID Number(s):** 804



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16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1240  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
  2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
  3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
  4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
  5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
  6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
  7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
  8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
  9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
  10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
  11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.  
All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract.
- Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated. Materials shall be listed separately on invoices covering repairs or installation service. The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing. This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
- Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date. In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made. Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
  13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
  14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
  15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
  16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
  17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
  18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
  19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
  20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by



# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1240**  
(SHOW THIS NUMBER ON ENVELOPE)

U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116



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PINNACLE PETROLEUM, INC.  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

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)	Awarding Authority (Department awarding the contract)	
F-1240	HARBOR	
Bidder Name		
Pinnacle Petroleum, Inc.		
Address		
16651 Gemini Lane, Huntington Beach, CA 92647		
Email Address	Phone Number	
lmckinley@pinnaclepetroleum.com	(714) 841-8877	

## 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.

Liz McKinley \_\_\_\_\_  
Name

[Signature] \_\_\_\_\_  
Signature

President \_\_\_\_\_  
Title

3/3/2025 \_\_\_\_\_  
Date



# 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) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): F-1240      Date Bid Submitted: 3/7/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
E10 REFORMULATED GASOLINE

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: Pinnacle Petroleum, Inc.

Bidder Address: 16651 Gemini Lane, Huntington Beach, CA 92647

Bidder Email Address: lmckinley@pinnaclepetroleum.com Bidder Phone Number: (714) 841-8877

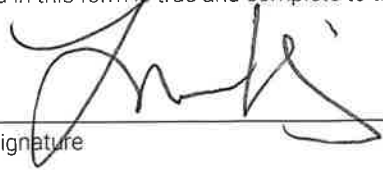
## Schedule Summary

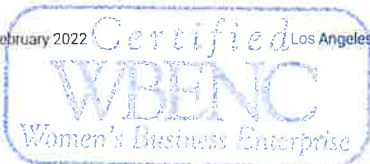
Please complete all three of the following:

<p><b>1. SCHEDULE A —Bidder's Principals</b> (check one) The bidder has one or more <b>PRINCIPALS</b>, 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.)</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p><b>2. SCHEDULE B —Subcontractors and Their Principals</b> (check one) The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>2</u></p>		

## 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.

<p><u>Liz McKinley</u> Name</p> <p><u>President</u> Title</p>	 Signature <p><u>3/3/2025</u> Date</p>
---	---



## 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: <u>Liz McKinley</u>	Title: <u>President</u>
Address: <u>16651 Gemini Lane, Huntington Beach, CA 92647</u>	

Name: _____	Title: _____
Address: _____	

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.



## 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
N/A
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: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.



## **LOCAL BUSINESS PREFERENCE PROGRAM**

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines an LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor from participation in City contracts for a period of up to five (5) years.



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16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

---

Name of Firm Pinnacle Petroleum, Inc.

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

**Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of an LBE.

Signature: \_\_\_\_\_



Printed Name: Liz McKinley

Title: President

Date Signed: 3/3/2025



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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

Revised 07/13/15

**ACKNOWLEDGMENT**

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

State of California  
County of Orange

On March 3, 2025 before me, Mallory Craig, Notary Public of CA  
(insert name and title of the officer)

personally appeared Liz McKinley  
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 Mallory Craig, Notary Public of California (Seal)



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Certified**

PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647



JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

**Pinnacle Petroleum, Inc**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Liz McKinley
NAICS: 424720, 324110, 324191, 424710 UNSPSC: 15000000, 15100000, 15101500, 15101505, 15101506, 15101513, 15101801, 25121501, 25121503, 78102101
Certification Number: WOSB211917
Renewal Date: March 31, 2026
WOSB Regulation Expiration Date: 3/31/2027

*Pamela Williamson, Ph.D*

Pamela Williamson, Women's Business Enterprise Council - West President & CEO

*Pamela Prince-Easton*

Pamela Prince-Easton, WBENC President & CEO

*LaKesha White*

LaKesha White, Sr. Vice President, Certification



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Pinnacle Petroleum, Inc.</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input checked="" type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>16651 Gemini Lane</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Huntington Beach, California 92647</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
3	3	-	0	6	4	9	7	0	3

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date 02/03/2025
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**General Instructions**

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

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Karen Bass Mayor, City of Los Angeles

Board of Harbor Commissioners

Lucille Roybal-Allard President

John A. Pérez Vice President

Yolanda M. De La Torre Commissioner

Edward R. Renwick Commissioner

I. Lee Williams Commissioner

Eugene D. Seroka Executive Director

February 13, 2025

## REQUEST FOR BIDS (RFB) F-1240 - ADDENDUM #1 – BIDDER QUESTIONS

DESCRIPTION: "DELIVERED 10% ETHANOL (E10) REFORMULATED GASOLINE"

The Los Angeles Harbor Department has received the following questions from potential bidders for the above-referenced RFB. The Department's answers are in red.

1. Can you please provide a sample of the OPIS that the current vendor has included with their invoices to ensure we are using the same OPIS? **Any OPIS sheet that shows that the contracted discount/markup has been applied will be acceptable.**
2. Who is the incumbent? **The most recent delivery was carried out by SC Fuels.**
3. Are the insurance parameters on page 8 correct? It mentions dispensing alcoholic beverages. **This is the standard insurance language for all Port contracts to cover the types of activities and public events we host on Port property. Anything that does not apply will not be required in insurance certifications.**
4. Would the Port reconsider its requirement for \$10,000,000 in pollution liabilities? This precludes our firm from bidding on this opportunity. **No.**
5. Can you please list the locations of the other tanks that are mentioned in bullet three on page 10 under Delivery locations? **Only two tanks currently contain E10 fuel – one at HAB (425 S. Palos Verdes Street, San Pedro) and one at Berth 161 in Wilmington. The others store different types of fuel.**
6. Would the Port consider accepting bids that include tiered delivery amounts? For example, the 12,000 gal site would likely be taking full loads, whereas the 6,000 gal site would take less than full loads, which would amount to a higher freight cost. **Yes, that would be acceptable. However, note that award will be based on average PPG, aggregate cost.**
7. What are the average delivery sizes for each tank, including the "other locations" mentioned in the bid on page 10? **There are currently no other locations. That provision was added to avoid the need to amend the contract in the case the other tanks were added to Port-owned properties.**
8. What is the annual (2024) volume? **Approximately 182,000 gallons**
9. What is the frequency of delivery for each location? **Berth 161: 2-3 deliveries per month, HAB: 1-2 deliveries per month**
10. Regarding page 8, are any of the tanks within 50 feet of a railroad track? **Yes.**

Please address any questions regarding this bid to:

Jacquelyn Estrada, Contracts and Purchasing Division, [jestrada@portla.org](mailto:jestrada@portla.org)

All requirements remain unchanged.

Very respectfully,

JACQUELYN L. ESTRADA  
Procurement Analyst

REQ6240



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL 310-SEA-PORT portoflosangeles.org

Karen Bass

Mayor, City of Los Angeles

Board of Harbor  
Commissioners

Lucille Roybal-Allard  
President

John A. Pérez  
Vice President

Yolanda M. De La Torre  
Commissioner

Edward R. Renwick  
Commissioner

I. Lee Williams  
Commissioner

Eugene D. Seroka

Executive Director

February 26, 2025

## REQUEST FOR BIDS (RFB) F-1240 - ADDENDUM #2 – BIDDER QUESTIONS

DESCRIPTION: "DELIVERED 10% ETHANOL (E10) REFORMULATED GASOLINE"

The Los Angeles Harbor Department has received the following questions from potential bidders for the above-referenced RFB. The Department's answers are in red.

1. Is the fuel tank at the C&P Warehouse above ground or below ground? **Below Ground**
2. Is the fuel tank at the Harbor Administration building above ground or below ground? **Below Ground**
3. How many of gallons of unleaded does the C&P Warehouse use annually? **In 2024 we purchased about 136,000 gallons.**
4. How many gallons of unleaded does the Harbor Administration Building use annually? **In 2024 we purchased about 36,000 gallons.**
5. **Are deliveries ever split between both locations? No.**
6. Can you confirm that bidders do not need to submit insurance documents prior to the bid closing in order to be marked responsive? **Proof of insurance will only be required from the selected bidder at contract award.**
7. What is the anticipated award date on this contract? **Approximately 90 days from contract execution. This contract will require the approval of the Board of Harbor Commissioners so, it can take up to three months to execute.**
8. Can you please clarify if any deliveries are being made to the Port of Los Angeles (POLA) High School? If so, can you please provide tank information for that location? **The Tank information is included in the Bid documents. See Addendum 1 for further information. The tank that is described as being at the Harbor Administrative Building (HAB) is actually located next door at POLA High School. HAB is located next to POLA High School.**

Please address any questions regarding this bid to:

Jacquelyn Estrada, Contracts and Purchasing Division, [jestrada@portla.org](mailto:jestrada@portla.org)  
All requirements remain unchanged.

Very respectfully,

JACQUELYN L. ESTRADA  
Procurement Analyst

REQ6240

# **Minutes of the Board of Directors and Shareholders Of Pinnacle Petroleum, Inc.**

A regular meeting of the Board of Directors and Shareholders of the above corporation was held on February 1, 2021 at 10:00 am at the corporation's place of business.

1. **Quorum.** A quorum was declared present based on the presence of the following directors:

- Liz McKinley President and Secretary

And the following sole shareholder as owner:

Sole Shareholder: Liz McKinley

The following corporate actions were taken by appropriate motions duly made, seconded and adopted by the majority vote of the Directors and Shareholders entitled to vote (unless a higher voting approval is stated)

2. **Election of Chairperson and Secretary.** Liz McKinley was appointed chairperson of the meeting and Liz McKinley was appointed as secretary to prepare a record of the proceedings.

3. **Election of Directors.** The following persons were elected as directors for the terms provided in the bylaws.

Liz McKinley

4. **Election of Officers.** The following officers were elected.

Liz McKinley – President and Secretary

5. **Approval of Actions.** The actions and undertakings of the directors, officers, employees and agents of the corporation were approved with respect to:


- All actions subsequent to the last meeting of the Board of Directors and Shareholders.

6. **Financial Statements Presentation.** The financial statements for the year ending December 31, 2015 as prepared by the corporation's officers were approved.

7. **Next Meeting.** The next meeting of the Board of Directors and Shareholders will be held on February 1, 2021, at 10 am at the corporation's place of business.

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There being no further business, the meeting was duly adjourned.



Liz McKinley  
Secretary