

**LOS ANGELES WORLD AIRPORTS  
CONTRACT NO. DA-5093  
(TRANSMITTAL 1)**

Los Angeles  
World Airports

**BOARD FILE NO. DA-5093**

Replaces: DA-5027

RESOLUTION NO. 25996

WHEREAS, on recommendation of Management, there was presented for approval, award of a three (3)-year contract to Southern Counties Oil Company to provide unleaded fuel to Los Angeles International Airport and Van Nuys Airport, for overall cost not to exceed \$3,617,400; and

WHEREAS, the vehicles that use unleaded fuel include some of the cars and sport utility vehicles used by Los Angeles World Airports (LAWA) including the Airport Police Division; thus the need for having a consistent method to procure unleaded fuel from a reliable source at a competitive cost is critical to maintaining an operational fleet within LAWA; and

WHEREAS, to establish a contract for unleaded fuel, staff posted a Request for Bid on the City of Los Angeles website [www.labavn.org](http://www.labavn.org). LAWA received four (4) responses to Bid 116-037. To identify the lowest bidder, LAWA used a fuel usage sample applicable to the requested contract. The bid amounts are as follows:

Vendor	Bid	Early Payment Discount	Local Business Preference 8%	Evaluation Bid Amount
Southern Counties Oil Co.	\$706,155.49	\$0	(\$56,492.44)	\$649,663.05
Pinnacle Petroleum, Inc.	\$662,520.34	\$0	N/A	\$662,520.34
AAA Oil Inc.	\$725,498.89	\$0	N/A	\$725,498.89
Merrimac Energy Group	\$755,825.77	\$0	N/A	\$755,825.77; and

WHEREAS, staff determined that Southern Counties Oil Co. (SC Fuels) was the lowest responsive and responsible bidder. Costs associated with petroleum products routinely fluctuate in response to global economic conditions. The requested contract amounts are based on prior years' and anticipated expenditures; and

WHEREAS, funds for this contract have been requested in LAWA's Fiscal Year 2016-2017 Operating Budget in LAX Cost Center 1150053 – Landside & Airside Equipment Maintenance and VNY Cost Center 1400003 – Maintenance Services, Commitment Item 522 – Materials and Supplies. Funds for subsequent years will be requested as part of the annual budget process; and

WHEREAS, this action, as a continuing administrative activity, is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II Section 2(f) of the Los Angeles City CEQA Guidelines; and

WHEREAS, this action is not subject to the provisions of the Living Wage Ordinance; and

WHEREAS, Procurement Services Division has reviewed this action (File 10040972). No mandatory Small Business Enterprise goal was set for the project, as no subcontracting opportunities were identified; and

WHEREAS, SC Fuels will comply with the provisions of the Affirmative Action Program; and

WHEREAS, SC Fuels has been assigned Business Tax Registration Certificate 0000022914; and



WHEREAS, SC Fuels will comply with the provisions of the Child Support Obligations Ordinance; and

WHEREAS, SC Fuels will have approved insurance documents, in the terms and amounts required, on file with LAWA prior to issuance of a Notice to Proceed; and

WHEREAS, this action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractor); and

WHEREAS, SC Fuels has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance, and will comply with the provisions of said program; and

WHEREAS, SC Fuels has been determined by the Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance; and

WHEREAS, this action is not subject to the provisions of the First Source Hiring Program; and

WHEREAS, SC Fuels has submitted the Bidder Contributions City Ethics Commission Form 55, and will comply with its provisions; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 245;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from the California Environmental Quality Act requirements; adopted the Staff Report; approved award of a three (3)-year contract to Southern Counties Oil Company for unleaded fuel for amounts not to exceed \$3,300,000 at Los Angeles International Airport, \$317,400 at Van Nuys Airport, and an overall amount not to exceed \$3,617,400; and authorized the Chief Executive Officer to execute said contract upon approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 25996 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, June 16, 2016.



Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND  
SOUTHERN COUNTIES OIL CO., A CALIFORNIA LIMITED PARTNERSHIP DBA  
SC FUELS FOR UNLEADED FUEL FOR LOS ANGELES  
INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT**

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THIS CONTRACT, made and entered into this 29<sup>th</sup> day of June, 2016, by and between the CITY OF LOS ANGELES (hereinafter referred to as "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and SOUTHERN COUNTIES OIL CO., A CALIFORNIA LIMITED PARTNERSHIP DBA SC FUELS (hereinafter referred to as "Contractor"),

**RECITALS**

WHEREAS, the City authorized the issuance of a Request for Bid for unleaded fuel for Los Angeles International Airport ("LAX") and Van Nuys Airport ("VNY"), Bid No. 116-037 (hereinafter referred to as "Request for Bid"); and

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

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

WHEREAS, the Board has now authorized the purchase of the products and services identified in the Request for Bid as specified;

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 provide unleaded fuel to meet the requirements of LAX and VNY in strict compliance with the conditions and specifications contained in the aforesaid Request for Bid and the price(s) contained in Contractor's Bid.

**Section 2.0 Incorporation by Reference.** It is expressly understood and agreed that the Request for Bid 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 and any Bonds required under the said Request for Bid, 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 performance requirements contained in the bid documents issued by

City. If there is a conflict between the Request for Bid and the Contractor's Bid, the Request for Bid will prevail. The Request for Bid and Contractor's Bid are 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 City's issuance of a Notice to Proceed, and shall expire no later than three (3) years thereafter; subject, however, to earlier termination pursuant to the terms of this Contract.

3.2. City may terminate this Contract, with or without cause and without liability for damages of any kind, upon giving the other party a thirty (30) day advance written notice or as otherwise provided herein.

**Section 4.0 Contractor's Fee and Payment; Contractor's Payments.**

4.1. For all products and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor an amount not to exceed Three Million Three Hundred Thousand and 00/100 Dollars (\$3,300,000.00) for LAX and Three Hundred Seventeen Thousand Four Hundred and 00/100 Dollars (\$317,400.00) for VNY and an overall contract amount not to exceed **Three Million Six Hundred Seventeen Thousand Four Hundred and 00/100 Dollars (\$3,617,400.00)**. Contractor shall submit to City requests for payment of the amount(s) due, upon completion to City's satisfaction of the work specified for the Project. City shall pay Contractor for its performance under this Contract the sum hereinabove set forth, at the times and in the manner specified, if so, in the aforesaid Specifications.

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 Section 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.

**Section 5.0 City Held Harmless.**

5.1. 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.

5.2. 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.

5.3. 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.

5.4. Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

#### **Section 6.0 Hazardous and Other Regulated Substances.**

6.1. Contractor agrees to accept sole responsibility for 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") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents.

6.2. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of 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 incurs, or pays, as a result of noncompliance with the above.

6.3. In the case of any hazardous substance spill, leak, discharge or improper storage on the premises, or contamination of same, by any person, 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. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor, or by any of its employees, agents, contractors or subcontractors which affects other property of City, or property(ies) of City's tenant(s), Contractor agrees to make, or cause to be made, any necessary repairs, or take corrective actions, to clean-up and remove any such spill, leakage or contamination to the satisfaction of Executive Director.

6.4. If Contractor fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required herein, City may (but shall not be required to) take all steps it deems reasonably necessary to properly repair, clean-up or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, clean-up or corrective action(s) taken by City shall be at Contractor's sole cost and expense, as well as shall any and all costs (including any administrative costs) which City incurs, or pays, as a result of any repair, clean-up or corrective action it takes.

6.5. If Contractor installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Contract, to remove and/or clean up, at the sole option of Executive Director, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense, and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as in compliance with the reasonable directions of Executive Director.

6.6. 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 tests results.

6.7. This Section, and the obligation(s) contained therein, shall survive the expiration or earlier termination of this Contract.

#### **Section 7.0 Assignment or Transfer Prohibited.**

7.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of Executive Director.

7.2. For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%)

or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the Executive Director is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

**Section 8.0 Independent Contractor.**

8.1. 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.

8.2. Contractor shall retain the right to 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 9.0 Compliance With Applicable Laws.**

9.1. 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.

9.2. 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 10.0 Contract Contains Entire Agreement.** This Contract, the Exhibits attached hereto, and other materials referenced herein, 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 11.0 Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.



**Section 12.0 Miscellaneous.**

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

12.2. 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.

12.3. 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.

12.4. In the event either party is prevented from, or delayed in, its performance under this Contract, by war, emergency, natural disaster, injunction and/or other court order, neither party shall be liable to the other for any damages and/or expenses associated with such event(s), but either party shall have the right to terminate this Contract upon reasonable written notice.

12.5. 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 13.0 Notices.**

13.1. 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**

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

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

**Southern Counties Oil Co. dba SC Fuels  
Attn: Patrick W. Barneaut, President *Legal Department*  
1800 West Katella Avenue, Suite 400  
Orange, CA 92863**

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

13.3. The execution of any notice(s) by Executive Director 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 Executive Director to execute any such notice(s).

13.4. All such notices, except as otherwise provided herein, may either be delivered personally to Executive Director, 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, and shall be effective five (5) days after deposit in the mail.

#### **Section 14.0 Default and Right of Termination.**

14.1. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, City shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after City's mailing such notification, City may terminate this Contract forthwith and without liability for damages of any kind upon giving Contractor a ten (10) day written notice.

14.2. Notwithstanding anything herein to the contrary, City has the right to terminate this Contract, with or without cause and without liability for damages of any kind, upon thirty (30) days advance written notice to the Contractor.

#### **Section 15.0 Ownership of Work Product.**

15.1. Contractor agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or contributed by Contractor specifically for this project, either individually or in collaboration with others, and paid for by City, shall belong to and be the sole property of the City.

15.2. This provision does not apply to any pre-existing intellectual property created by Contractor or its subcontractors prior to their performance of tasks under this Agreement; nor will this provision apply to any enhancement of or alteration to the pre-existing intellectual property created by Contractor or its subcontractors during their performance of tasks under this Agreement.

#### **Section 16.0 Disabled Access.**

16.1. As directly related to Contractor's responsibilities with regard to this Contract, Contractor 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 Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. 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.

16.2. Should Contractor fail to comply with Section 6.1, 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. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

**Section 17.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.**

17.1. During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Contractor shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

17.2. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

17.3. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

17.4. All subcontracts awarded under this Contract shall contain similar provisions and Contractor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to City.

17.5. Contractor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

**Section 18.0 Business Tax Registration.**

18.1. 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, Sections 21.00 and following, of City's Municipal Code).

18.2. 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 19.0 Child Support Orders.**

19.1. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 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 Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

19.2. Pursuant to Section 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 20.0 Insurance.**

20.1. Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract the standard minimum insurance requirements as set forth in the Request for Bid.

20.2. The specified insurance (except for Workers' Compensation and Professional Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airport, the Board, and all of its officers, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, 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 at the Airport.

20.3. Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against City for Losses arising from activities and operations of Contractor insured in the performance of Services under this Contract.

20.4 Sub-contractors. Contractor shall include all of its Sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each Sub-contractor. All coverages for Sub-contractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by Executive Director and approved as to form by the City Attorney.

20.5. Each specified insurance policy (other than Workers' Compensation and Employers' Liability) 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." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City of Los Angeles assumed by the Contractor under this Contract.

20.6. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of Contractor, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Contractor.

20.7. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Contractor's operations and the type of insurance involved.

20.8. 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 additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer of Contractor in its operations at the Airport.

20.9. In the event Contractor fails to furnish City evidence of insurance, or to maintain the insurance as required under this Section, City, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required 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.

20.10. 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 the City. If any such coverage is cancelled 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 is being provided through another insurance company or companies.

20.11. Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Contractor provide actual, written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

20.12. City and Contractor agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by the Executive Director, who may thereafter require Contractor to adjust the amount(s) of insurance coverage(s) to whatever amount(s) Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

#### **Section 21.0 Contractor Responsibility Program.**

21.1. Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it 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.

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

**Section 22.0 Equal Benefits Ordinance (EBO).**

22.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

22.2. During the term of this Contract, Contractor certifies and represents that the Contractor will comply with the EBO. Furthermore, 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.'

**Section 23.0 Assignment of Anti-Trust Claims.**

23.1. Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Proposer that in submitting a proposal to LAWA the 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 Proposer.

**Section 24.0 Compliance With Los Angeles City Charter Section 470(C)(12).**

24.1. The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), 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 Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its 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. 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 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes 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, 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 25.0 Payment Provisions for All LAWA Contracts.**

25.1. 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 percent of the disputed amount. Contractor shall include this provision in all subcontracts.

**Section 26.0. Alternative Fuel Vehicle Requirement Program.**

26.1. Contractor shall comply with the provisions of LAWA's Alternative Fuel Vehicle Requirement Program.



IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by the Executive Director and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

Michael N. Feuer,  
City Attorney

CITY OF LOS ANGELES

Date: 6/27/16

By: [Signature]  
Deputy City Attorney

By: [Signature]  
Executive Director  
Department of Airports

By: [Signature]  
Deputy Executive Director  
Comptroller

ATTEST:

By: [Signature]  
Signature (Secretary)

ROBERT BOLLAR  
Print Name

SOUTHERN COUNTIES OIL CO., A  
CALIFORNIA LIMITED PARTNERSHIP  
DBA SC FUELS

By: [Signature]  
Signature

PATRICK W. BARNECUT  
Print Name

PRESIDENT  
Print Title

[SEAL]

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

**Dated: May 9, 2016**

**ADDENDUM # 001 BID NO. 116-037**

**PROJECT TITLE: SUPPLY AND DELIVERY OF UNLEADED GASOLINE FOR LAWA FLEET**

**DUE DATE: Thursday May 19, 2016 before 2:00 PM \_\_\_**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**NOTE: QUESTIONS RECEIVED AND ANSWERS PROVIDED  
SEE PAGES 1 THRU 3 ATTACHED.**

Thank you.

Departmental Purchasing.

CC: Bid File

Gilmore Pearce, M.S.D.

Kevin Harris, M.S.D.

Barbara Taylor, M.S.D.

Julio Gonzalez, P.S.D.

**Bid 116-037 - Addendum 001**

Answers to Questions submitted for Bid 116-006 Supply and Delivery of Unleaded Gasoline for LAWA Fleet.

- 1) Have any addenda been released?  
a. **(Not as of this Addendum)**
  
- 2) When is the anticipated start date of this contract?  
a. **The contract will commence once the current contract ends but not before it is approved by the Board of Airport Commissioners.**
  
- 3) Can the contract be extended? If so, is it mutually agreed upon?  
a. **No extensions are allowed LAWA will submit another RFB to establish another contract for this commodity.**
  
- 4) Who is the current supplier?  
a. **The current contract holder is S.C. Fuels**
  
- 5) When is the anticipated award date?  
a. **Approximately June 2016**
  
- 6) When is the first Board meeting after the bid opening?  
a. **See Link to Board Schedule Meetings**  
[http://www.lawa.org/boac\\_granicus.aspx](http://www.lawa.org/boac_granicus.aspx)
  
- 7) Will a decision be made at the Board meeting or sometime before then?  
a. **Staff will present recommendation to Board.**
  
- 8) Will you split the award to different vendors based on Full Load Deliveries and Short Load Deliveries?  
a. **NO**
  
- 9) What are the typical delivery hours at each site?  
a. **This information can be found in Exhibit "A" Specifications**
  
- 10) What is your typical turnaround on payment of invoices?  
a. **Approximately 30 Days**
  
- 11) How many Years have you been with your current vendor?  
a. **Six years**
  
- 12) Can we please receive a list of bidders who were also invited to bid?  
a. **No invitee list has been created, however, you may go to [www.LABVN.org](http://www.LABVN.org) and view a list of those that have looked at the RFB and those that have downloaded it.**

- 13) How soon after the bid opening will preliminary bid tabulations be available?  
 a. **This information can be found on the RFB Page 5 of 11 under Tabulation of Bid results.**
- 14) Would you accept our clauses? Clauses attached, please indicate which clauses would be acceptable and which clauses would be cause for rejection?  
 a. **This information can be found in RFB page 4 of 11 under BID**
- 15) Tank Sizes for LAX, their locations and are they above or underground tank(s)?  
 a. **Underground 20,000. Additional info tentatively scheduled to be replaced with two 12,000 aboveground tanks.**
- 16) Tank Sizes for ONT, their locations and are they above or underground tank(s)?  
 a. **Located Underground in the Maintenance Yard 10,000 and at the Safety Base Aboveground 6,000.**
- 17) Tank Sizes for VNY, their locations and are they above or underground tank(s)?  
**Underground 6,000**
- 18) Tank Sizes for LAX, their locations and are they above or underground tanks?  
 a. **Fleet Maintenance – 7411 World Way West, Los Angeles, CA 90045**  
 b. **UNL 20,000 Underground Storage Tank (UST)**  
 c. **Monthly 2015 average 24,000 gallons (gal)**
- 19) Tank Sizes for ONT, their locations and are they above or underground tanks?  
 a. **Fleet Services / Maintenance Yard -2132 East Avlon St., Ontario CA 91761**  
 b. **UNL 10,000UST Maintenance Yard**  
 c. **UNL 6,000 Aboveground Storage Tank (AST) Safety Base**  
 i. **Located on airfield**  
 d. **Monthly 2015 average 12,000 gal**
- 20) Tank Sizes for VNY, their locations and are they above or underground tanks?  
 a. **Fleet Services/Maintenance yard -16813 Stagg St., Van Nuys CA 91406**  
 b. **UNL 6,000 UST**  
 c. **Monthly 2015 1,200 gal.**
- 21) Is a pump required for any of the Tanks?  
 a. **Yes, ONT Safety Base is an AST**  
 b. **Tentatively underground tank at LAX is in the planning stages of being converted to AST**
- 22) Can a large transport semi-trailer fit to each location to make a delivery with no issues or is a smaller tank wagon vehicle required for delivery to any site?  
 a. **Yes, vendor generally will have the option to choose the correct size delivery truck.**

- 23) What are the typical load sizes/order sizes for each site?
- a. **LAX, 8,500 gal.**
  - b. **ONT,**
    - i. **Fleet Services/Maintenance Yard 3,300 gal.**
    - ii. **Safety Base 2,500 gal.**
  - c. **VNY, Fleet Services / Maintenance Yard 5,000 gal.**
- 24) Can you accept up to 5% bio in your diesel fuel?
- a. **Yes, from our current understanding this is a State of California requirement**
- 25) Will you split loads between different locations on one delivery?
- a. **This is not a normal order and is not how LAWA has ordered fuel in the past.**
- 26) Instead of bidding a percentage mark-up which fluctuates with fuel prices, may we bid a decimal point mark-up over the OPIS Publication instead?
- a. **Yes, a decimal discount or markup per gallon is preferred.**

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

Dated: May 9, 2016

**ADDENDUM # 002 BID NO. 116-037**

**PROJECT TITLE: SUPPLY AND DELIVERY OF UNLEADED GASOLINE FOR LAWA FLEET**

**DUE DATE: Thursday May 19, 2016 before 2:00 PM** \_\_

**/XX/** THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:

**NOTE: PLEASE REVIEW, (SEE ATTACHED PAGES 1 AND 2) OF THE ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY). COMPLY WITH AND SUBMIT WITH YOUR BID RESPONSE PACKAGE.**

Thank you.

Departmental Purchasing.

CC: Bid File

- Gilmore Pearce, M.S.D.
- Kevin Harris, M.S.D.
- Barbara Taylor, M.S.D.
- Julio Gonzalez, P.S.D.

"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 policy.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engine emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). 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.

"Operator" shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. Covered Vehicles. The requirements under this Attachment 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").

III. Conversion Schedule.

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

V. Written Reports. Operator shall provide a semi-annual report to LAWA in the form attached as Attachment 1, which may be amended from time to time by LAWA.

**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. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

**"CARB"** shall mean the California Air Resources Board.

**"Comparable Emissions Vehicle"** shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

**"Covered Vehicles"** is defined in Section II below.

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



**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

Dated: May 10, 2016

**ADDENDUM # 003 BID NO. 116-037**

**PROJECT TITLE: SUPPLY AND DELIVERY OF UNLEADED GASOLINE FOR LAWA FLEET**

**DUE DATE: Thursday May 19, 2016 before 2:00 PM \_\_**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**NOTE: REMOVE AND DISCARD PAGE THREE (3) OF BID AND REPLACE WITH THE NEW AND REVISED 5-10-16 PAGE THREE (3) HERE ATTACHED AND SUBMIT WITH YOUR BID RESPONSE PACKAGE.**

Thank you.

Departmental Purchasing.

CC: Bid File

Gilmore Pearce, M.S.D.

Kevin Harris, M.S.D.

Barbara Taylor, M.S.D.

Julio Gonzalez, P.S.D.

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

Dated: May 13, 2016

**ADDENDUM # 004 BID NO. 116-037**

**PROJECT TITLE: SUPPLY AND DELIVERY OF UNLEADED GASOLINE FOR LAWA FLEET**

**DUE DATE: Thursday May 19, 2016 before 2:00 PM \_\_\_**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**NOTE: REMOVE AND DISCARD THE ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY) TWO PAGES AND REPLACE THEM WITH THE NEW AND REVISED TWO PAGES HERE ATTACHED.**

**REVIEW ITEM (V. WRITTEN REPORTS),  
AS IT PROVIDES A LINK FOR THE REPORTING DOCUMENT TO BE SUBMITTED TO LAWA.**

**“SUBMIT VEHICLE INFORMATION ONLY IF YOU ARE THE WINNING BIDDER”, TO LAWA’S ENVIRONMENTAL PLANNING DIVISION.**

**DO NOT INCLUDE/SUBMIT WITH YOUR BID PACKAGE**

Thank you.

Departmental Purchasing.

CC: Bid File

Gilmore Pearce, M.S.D.

Kevin Harris, M.S.D.

Barbara Taylor, M.S.D.

Julio Gonzalez, P.S.D.

**C) For the purpose of this bidding process the Los Angeles, CA issue with the report date of 03/28/2016 with prices confirmed through 03/24/2016 will be used. No copies of the report will be distributed with this bid.**

**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.**

- The discount/mark-up may be expressed as a decimal number, such as plus or minus (.00, or .025000) is acceptable. Range of decimals must be no greater than six digits after decimal places such as .123456, bids submitted in violation of the above requirement may not be considered.
- Price lists, electronic data pricing or cost sheets supporting your bid prices must be submitted with this RFB.
- Bids submitted in violation of the above requirement may not be considered.

Enter your discount/markup for the manufacturers listed in the attached worksheet. Also, enter your discount/markup for the manufacturer(s) listed below:

State decimal discount/markup you will allow the City...\_\_\_\_\_

State Manufacturer:\_\_\_\_\_

Price List No.:\_\_\_\_\_ Applicable Price Column:\_\_\_\_\_ Check here if markup from cost \_\_\_\_\_

Line Item No(s)	Per Gallon Decimal Discount/Mark Up	Price List Number and Date	Price Column
	Fuel, Full Load Deliveries (3,500 gallons or greater)		
	Fuel Short Load Deliveries (3,499 gallons or less)		
10	Fuel, Diesel (contingency plan) gallons		

**BID PRICES VERIFICATION WORKSHEET: "FIXED PRICES" are only applicable to "Line items Three thru Nine (3 thru 9) of Exhibit "B" Price Verification Worksheet.** This worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached worksheet.

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

State here your **Bid Total** as computed in the Worksheet: \$ \_\_\_\_\_

**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 contractor's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. and approved by the Procurement Services Division. Contractors must refer to the contract number when submitting its written request for a price increase to Procurement Services Division, at 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

You can download the "No Bid" form from the [www.labavn.org](http://www.labavn.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; and if it is made by a corporation, it must be signed by two authorized corporate officers.

*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: Southern Counties Oil Co., a California Limited Partnership dba SC Fuels  
(Print)

Corporation       LLC Corporation       Sole proprietor       Partnership

Street Address: 1800 W. Katella Ave, Suite 400      City: Orange      State: CA      Zip Code: 92867

Telephone No: 714 - 744 - 7140      Fax No: 805 - 389 - 3554      E-mail Address: koepk@scfuels.com

Name and Title(s): Patrick W. Barnecut, President

Signature:   
(Print)

Second Name and Title(s) (If Corporation): \_\_\_\_\_  
(Print)

Second Signature (If Corporation): \_\_\_\_\_

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

1  
Contact Person (if different from above): Karen Koep      Contact Phone: 805-389-3550  
(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. LAWA will deduct that percentage from your bid total. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: 0 % 30 days (minimum 25 days for net bid award consideration).

Bidder/contractor owns goods in transit and files any claim with shipper/manufacturer for any loss or damage.

**DELIVERY TIME:**

LAWA requires delivery within forty eight (48) hours after placing a scheduled order either by phone or email. (See Exhibit "A" Specifications, Article III).

**LIQUIDATED DAMAGES:** Failure of the Contractor to deliver products within the specified times will result in damages being sustained by LAWA. The contracting parties agree such damages are, and will continue to be, impracticable and/or extremely difficult to compute with certainty. Therefore, for each consecutive business day beyond the times specified below, the Contractor shall pay LAWA, or have withheld the monies due it, the sum of \$500 per day, unless otherwise provided in the Specifications. The contracting parties stipulate that this agreed upon sum is not a penalty but rather a reasonable measure of damages based upon the parties' experience.

Liquidated damages will begin: one day after the delivery requirements outlined in Article III. A reasonable time may be allowed for unavoidable delays that are not foreseen.

**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 Contractor. A copy of the certification shall be delivered with the equipment.

**SAFETY REQUIREMENT:**

Supplier 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. Supplier 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 Supplier's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished to so comply.

**GENERAL CONDITIONS:**

The request for bid is subject to the attached "General Conditions"

**INVOICE INSTRUCTIONS:**

The request for bid is subject to the attached "Invoice Instructions".

**ADMINISTRATIVE REQUIREMENTS:**

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

**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. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached"

**"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.

	1	2	3	4
<b>Company Name</b>	City of Los Angeles	County of Alameda	City of Rancho Cucamonga	City of Anaheim
<b>Address</b>	111 E. 1st St Los Angeles, CA 90012	1401 Lakeside Dr. Oakland, CA 94612	10500 Civic Center Dr Rancho Cucamonga, CA 91729	200 S. Anaheim Blvd Suite 620 Anaheim, CA 92805
<b>Phone Number</b>	213-978-3168	510-208-9607	909-477-2700	714-765-5207
<b>Email Address</b>	shane.vongchalsaree @lacity.org	Umlka.Wright @acgov.org	kerl.hinojos @cityofrc.us	ngroom @anaheim.net
<b>Contact Person</b>	Shane Vongchalsaree	Umlka Wright	Keri Hinojos	Neil Groom
<b>Project Date</b>	7/1/16 - Current plus previous contract	8/1/19 - Current plus previous contract	8/1/09 - Current	1/1/14 - Current plus previous contract
<b>Project Description</b>	Supply and Deliver Unleaded gasoline	Supply and Deliver Unleaded gasoline	Supply and Deliver Unleaded gasoline	Supply and Deliver Unleaded gasoline

**LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)**

Companies certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the bid preference as a certified LBE, your **Local Business Certification – Affidavit of Eligibility** must be uploaded to LABAVN and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on LABAVN as such *prior* to the bid due date in order to participate in the LBPP.

Note: For the purpose of this RFB, the Harbor LBE certification is not applicable.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

If you are a certified LBE by the City of Los Angeles you must indicate your BAVN Company ID Number here: 33067

**DELIVERY COSTS:**

Prices quoted shall include all delivery and unloading charges to

LAWA at: 7411 World Way West, Los Angeles, Ca. 90045

Ontario Airport at: 2132 East Avion Street, Ontario, Ca. 91761

Van Nuys Airport at: 16813 Stagg Street, Van Nuys, Ca. 91406

**Note:** Even though this requirement will allow Contractors to access secure areas, the requirement for notification of the Project Manager or his/her designee is not waived.

**TERMINATION OF CONTRACT:**

**FOR CONVENIENCE:**

LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**FOR CAUSE:**

LAWA may terminate this Contract for cause and without liability for damages as follows:

- A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.
- B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including 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).

**CONTRACTOR'S GUARANTEE:**

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

**INSURANCE:** No work may commence until insurance is in full force and effect as delineated in the Administrative Requirements attached to the RFB.

**CONTRACTOR'S PROBLEM LOG:**

If services and/or delivery fall below an acceptable level, as determined by the Project Manager or his/her designated representative, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by LAWA until corrections are made.

If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, LAWA may terminate the contract as set forth in the Termination section of this Bid.

**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:

**PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:**

The successful bidder shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guide posts, 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 authorized LAWA employee, 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.

The fact that any improvement or facility is not indicated in the specifications shall not relieve the Successful Bidder 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 object which may be damaged as a result of the operations or negligence of the successful bidder or subcontractors. 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.

**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 Bureau 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.

**SECURITY AREAS/SECURITY IDENTIFICATION:**

Contractor may be required to perform work in areas that are in "secure or sterile areas" of the airport and not open to the general public. In such cases where the Contractor is required to work in these locations, it will be the responsibility of the Contractor to complete additional enrollment into the badge program and each employee is required to clear a background investigation and identity check. Please note that these additional requirements may increase the timeline and must be completed before work can be performed in those secure/sterile areas. For questions related to security badge requirements; for Ontario International Airport call (909) 544-5170; for LAX and Van Nuys call (424) 646-5500.



- In the "Interest (NAICS Code)" field, select "All"
- In the "Contract Tracking Number" field, enter the bid number, in the format 111-XXX for formal bids or L1000000 for fax-email bids.
- Click below the tab "Search Opportunities".
- On the next screen "Currently Open", under the "Opportunity" column, identify the bid in question and click on its description.
- On the next screen, bottom area, under "Scope of Work Documents", click on "Bid Recap.pdf".

The next and final screen is the tabulation of response.

**HAZARDOUS SUBSTANCES:**

This specification includes products 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 6380-6396. A Material Safety Data Sheet (MSDS) prepared in compliance with Title 8, California Administration Code, Section 5194, shall accompany this bid.

If any of the ingredients of the product is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC) bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the product will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available.

A copy of the MSDS shall accompany each shipment of the product to a LAWA facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product.

**FEDERAL STANDARDS:**

As a requirement for this request for bid, the equipment supplied MUST function within all applicable FCC and/or FAA standards, rules, and regulations governing the operational function of such equipment. It shall be the responsibility of the successful bidder to know and see to it that such equipment meet all such federal standards, rules, and regulations.

**SALES TAX:**

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

**ESTIMATED EXPENDITURE** Total expenditures under both contracts are estimated to be:

**LAX \$ 1,100,000 (annually)**

**ONT \$ 215,000 (annually)**

**VNY \$ 105,800 (annually)**

No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the unit prices quoted in accordance with actual 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. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

**PUBLIC CONVENIENCE AND SAFETY:**

The successful bidder shall conduct all operations in a manner that will 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.

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

Signature: Karen Kop      Signature: Karen Kop  
Addendum 1 (if issued)      Addendum 2 (if issued)

Signature: Karen Kop      Signature: Karen Kop  
Addendum 3 (if issued)      Addendum 4 (if issued)

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_  
Addendum 5 (if issued)      Addendum 6 (if issued)

**COMMUNICATION WITH LAWA:**

Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Analyst, Julio Gonzalez, at [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org).

**RIGHT TO REJECT BIDS:** City Charter §371 "(c) Right to Reject. The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City"

**SPECIFICATION CHANGES:**

If provisions of the Detailed Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the LAX Procurement Services Division at least five (5) working days before bid opening/due date. All bidders will be notified by Addendum of any approved changes in the specifications.

**TABULATION OF BID RESULTS:**

Procurement Services Division will make every effort to tabulate and post the bid results within seven (7) business days from the bid due date. Bid results shall be made available for public inspection at:

Procurement Services Division, 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

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

Bidders wishing to obtain bid results may either:

1. Attend the public bid opening, or
2. Submit a written request with the bid response referencing the bid number and a self-addressed stamped envelope, or
3. Select the web site [www.labavn.org](http://www.labavn.org).

To access the bid response(s) tabulation, follow these steps:

- Logon with your LOGON NAME and PASSWORD.
- The next screen is the BAVN logo and "Search for all Opportunities" below it, click enter.
- The next screen is "Search for Opportunities".
- In the "Status" field, select "Closed"
- In the "Department" field, select "Los Angeles World Airports".
- In the "Category" field, select "All"
- In the "Contract Type" field, select "Request for Bids"

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

**PRICE AGREEMENT CONDITIONS - (PUBLISHED PRICE LIST)**

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 sixty (60) days after the bid opening.

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

To facilitate evaluation of RFB, bidder shall submit three (3) copies of the price list with the bid. Said copies of the price list shall show contractor's name and bid number.

**Note:** For price verification, bidders shall clearly mark line items in their price lists corresponding with the line items in the Bid Price Worksheet.

**Submission of electronic pricing data (CD, Website, etc.) is highly desired.**

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 Procurement Services Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

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

Copies of new or revised Price List shall be sent immediately to the Procurement Services Division. Price list shall show contractor's name along with the contract purchase order/outline agreement number.

**AWARD OF CONTRACTS:**

Award of the contract will be made after investigation of the responsibility of the low bidder. The bid will be awarded to the lowest responsive and responsible bidder meeting the requirements of the specification.

**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 the specification or scope of work for the contract, but is related to the performance of the contract, bidders/contractor 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 manager.

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 contractor 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 must be made on the bid form provided and shall not be reprinted, stapled or bound. 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 plans and specifications. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, 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 time fixed for receiving them will be considered.

**C) For the purpose of this bidding process the Los Angeles, CA issue with the report date of 03/28/2016 with prices confirmed through 03/24/2016 will be used. No copies of the report will be distributed with this bid.**

**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.

- The discount/mark-up may be expressed as a decimal number, such as plus or minus (.00, or .025000) is acceptable. Range of decimals must be no greater than six digits after decimal places such as .123456, bids submitted in violation of the above requirement may not be considered.
- Price lists, electronic data pricing or cost sheets supporting your bid prices must be submitted with this RFB.
- Bids submitted in violation of the above requirement may not be considered.

Enter your discount/markup for the manufacturers listed in the attached worksheet. Also, enter your discount/markup for the manufacturer(s) listed below:

State decimal discount/markup you will allow the City... 0

State Manufacturer: Various

Price List No.: N/A Applicable Price Column: \_\_\_\_\_ Check here if markup from cost \_\_\_\_\_

Item Description	Unit	Manufacturer's Price	Discount/Markup	Final Price
Fuel, Full Load Deliveries (3,500 gallons or greater)		See OPIS Price Sheet		
Fuel Short Load Deliveries (3,499 gallons or less)				
Fuel, Diesel (contingency plan) gallons				

**BID PRICES VERIFICATION WORKSHEET: "FIXED PRICES" are only applicable to "Line items Three thru Nine (3 thru 9) of Exhibit "B" Price Verification Worksheet.** This worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached worksheet.

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

State here your **Bid Total** as computed in the Worksheet: \$ 706,155.49

**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 contractor's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. and approved by the Procurement Services Division. Contractors must refer to the contract number when submitting its written request for a price increase to Procurement Services Division, at 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

with the development, preparation, transmittal, or presentation of any bid or material submitted. This bid must be signed (see page 11 of 11).

**BIDDER'S CONFERENCE**

Prospective bidders are invited to a bidders' conference at 10:00 a.m. on Monday May 9<sup>th</sup>, 2016, at the Procurement Services Division office,

7301 World Way West, 4<sup>th</sup> Floor, Los Angeles, CA 90045 (see attached map).

Bidders shall bring a copy of the RFB (downloadable from [www.labavn.org](http://www.labavn.org)) and two business cards. Additional information regarding the bidder's conference may be obtained from the Procurement Analyst, [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org), at telephone number 424-646-7392, or by e-mail at [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org). Department personnel will be available to answer questions related to this project.

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 at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: LAWA ADA Coordinator at (424) 337-5005.

Please confirm your participation via email to [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org) so that adequate transportation can be arranged (limit 2 per company).

**DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION:**

Los Angeles World Airports - 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, 90045

405 (South) or (North) to 105 (West)

105 (West) to the end (Imperial Highway)

Imperial Highway (West) approx. 3 signal lights to Pershing Drive

At Pershing Drive, turn RIGHT

At World Way West (North), turn RIGHT

Proceed eastbound to the third signal light at Administration Road, turn LEFT into the parking lot

DO NOT park in the Assigned Spaces in front or side of the building

The Procurement Services Division is on the 4<sup>th</sup> floor (7301) of the 10 story high rise building

**Note:** Ample parking is also available across the street.

Enter below your discount/markup as listed in the attached worksheet. Also enter your discount/markup for the manufacturer(s) listed below:

**DISCOUNT/MARK-UP:**

Bids are 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. Discount/Mark-Up is applicable only to line items One, Two and Ten only (1, 2 and 10) of Exhibit "B" Bid Prices Verification Worksheet.**

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. Bids submitted in violation of the above requirement may not be considered.

Price lists, electronic data pricing or cost sheets supporting your bid prices must be submitted with this RFB.

Per Exhibit "A" Page three Article VIII, OPIS

A) The OPIS report, products, and language are protected under copyright laws. The bidder will be required to have access to this service to properly cost and validate their billing.

B) OPIS contact information is; email [energycs@opisnet.com](mailto:energycs@opisnet.com) , (888) 301-2645 (toll-free within the U.S.) or direct (301) 287-2645.

**RETURN BID IN A SEALED ENVELOPE to**  
**Los Angeles World Airports**  
**Procurement Services Division**  
**Attention: Bid # 116-037**  
**7301 World Way West, 4<sup>th</sup> floor**  
**Los Angeles, CA 90045**

**CITY OF LOS ANGELES**  
**LOS ANGELES WORLD AIRPORTS (LAWA)**

**REQUEST FOR BID (RFB) # 116-037**  
**(Show this number on envelope)**

**If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.**

**Procurement Analyst: Julio Gonzalez**  
**E-mail address: jgonzalez@lawa.org**  
**Telephone No: 424-646-7392**  
**Fax No. 424-646-9274**

**Quotation must be delivered prior to:**  
**2:00 PM Thursday May 19<sup>th</sup>, 2016**

**THIS IS NOT AN ORDER**

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of three (3) years from the date of award of the contract or Notice to Proceed, if any, for the:

**SUPPLY AND DELIVERY OF UNLEADED GASOLINE FOR LAWA FLEET**

**at Los Angeles International Airport, Fleet Maintenance 7409 World Way West, Los Angeles, Ca. 90045**  
**at Ontario International Airport, Fleet Svcs/Mtce Yard 2132 East Avion Street, Ontario, Ca. 91761 and**  
**at Van Nuys Airport, Fleet Svcs/Mtce Yard 16813 Stagg Street, Van Nuys, Ca. 91406**

**in compliance with the bid provisions, the attached specifications (SEE EXHIBIT "A") CONTRACT SPECIFICATION PURCHASE OF UNLEADED GAS and bidder's worksheet (SEE EXHIBIT "B") PRICE VERIFICATION WORKSHEET.**

**TWO SEPARATE CONTRACTS: Los Angeles International Airport and Van Nuys Airports; and LA/Ontario International Airport and Potential Transfer of LA LA/Ontario Airport.**

The City of Los Angeles will be awarding two separate contracts for the provision of unleaded gasoline, etc., under this RFB. One contract will be for the provision of fuel to Los Angeles International Airport and Van Nuys Airport. The second contract will be for the provision of fuel to LA/Ontario International Airport.

All potential bidders are hereby advised that the City of Los Angeles has entered into Settlement Agreement which provides for the transfer of the LA/Ontario International Airport from the City of Los Angeles to the Ontario International Airport Authority, a joint powers authority created by the City of Ontario and San Bernardino County. The transfer is conditioned upon satisfaction of a number of terms and conditions all of which have not yet been satisfied. In the event the terms and conditions for the transfer become satisfied and ownership of LA/Ontario International Airport transfers from the City of Los Angeles to the OIAA, at the request of LAWA and the OIAA the successful bidder shall enter into a Full Assignment and Novation Agreement among LAWA, the OIAA and the bidder and the City of Los Angeles will cease purchasing gasoline for LA/Ontario Airport under the LA/Ontario Airport contract to be awarded under this RFB. Bidders who object in any way to the transfer of the LA/Ontario International Airport from the City of Los Angeles to the Ontario International Airport Authority, the entry into a Full Assignment and Novation Agreement and the City of Los Angeles ceasing of purchasing gasoline under the LA/Ontario International Airport contract awarded under this RFB if/when the transfer takes place should not submit a bid.

**BIDDER'S 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. LAWA is not liable for any cost associated

**Risk Management-DBA Status Report**

<b>DBA Information 5/23/2016 2:45:42 PM</b>	
DBA Name	SC FUELS
Vendor Type	Fuel Delivery Permit w/AOA LAX/ONT \$10 million
AOA	Yes AOA Restriction: None
Corporate Name	SOUTHERN COUNTIES OIL CO. L.P.
Contact Person	LARRY SHOVEL
Address	P.O. BOX 4159, ORANGE, CA - 92831-4159, USA
Phone	
Fax	
Email	
Overall Status	<b>Approved</b>

<b>Associated Divisions</b>	
No.	Division Name
1	Maintenance Services Division

<b>Insurance Coverage Information</b>					
No.	Coverage	Status	Start Date	Expiration Date	Continuous
1	Auto	Approved	11/01/2015	11/01/2016	No
2	Excess	Approved	11/01/2015	11/01/2016	No
3	General	Approved	11/01/2015	11/01/2016	No
4	Worker	Approved	11/01/2015	11/01/2016	No

<b>Coverage Validation Information</b>		
No.	Coverage	Comments
This topic does not contain any data.		
<input type="button" value="Resume Search"/> <input type="button" value="Back"/>		

Company Information    Documents    Certifications    Requested Certs    Requested Harbor Certs

# Southern Counties Oil Co.

## Company Information

ID 33067  
Name: Southern Counties Oil Co.  
Address: 1800 W Katella AVE  
Unit 400  
Orange, CA 92863

## Verified City of Los Angeles Certifications

Cert	Agency	Submitted	Certified	Expired	Notes
LBE	City of Los Angeles in Los Angeles Area	03/24/14	04/16/14	03/24/19	Rcvd copies of leases from 3 different locations within LA County for proof of workspace with LA County. csb 4/16/14 Firm is headquartered outside LA County. Requested from Susan copies of lease/rental agreement on 3 offices located in LA County. Will review eligibility when docs are received. csb 3/27/14. : <a href="#">LBC Affidavit of Eligibility</a>

## Verified Harbor Certifications

No Records Found





LOCAL BUSINESS CERTIFICATION  
AFFIDAVIT OF ELIGIBILITY

Name of Firm Southern Counties Oil Co, a CA Limited Partnership dba SC Fuels BAVN Company ID Number 33067

Business Address 1800 W. Katella Ave, Suite 400

City, State, Zip Code Orange, CA 92863

Telephone Number 714-744-7140 Fax Number 714-744-7140 E-mail Address koepk@scfuels.com

I declare that Southern Counties Oil Co, a CA Limited Partnership dba SC Fuels (Firm's Name)

1. Occupies work space within Los Angeles County, and can submit proof of occupancy to the City of Los Angeles by supplying evidence of a lease, deed or other sufficient evidence demonstrating that it is located within Los Angeles County.
2. Is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Los Angeles or Los Angeles County taxes.
3. Can demonstrate compliance to one of the following:
  - a. at least 50 of its full-time employees perform work within the boundaries of the Los Angeles County at least 60 percent of their total regular hours worked on annual basis; or
  - b. at least half of its full-time employees work within the boundaries of the Los Angeles County at a minimum of 60 percent of their total regular hours worked on annual basis; or
  - c. Is headquartered in Los Angeles County. Headquartered means that the business physically conducts and manages all of its operations from a location in the County.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

SIGNATURE Patrick W. Barnecut Title President

Printed Name Patrick W. Barnecut Date 3/24/14

Certified Local Businesses are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every two (2) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

<sup>1</sup> Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City. Business owners claiming eligibility to the Local Business Preference Program criteria must sign this affidavit.

OPIS NEWSLETTER PRICES WITHOUT CAR COST - LOS ANGELES, CA  
 Vol 36, No. 13 Issued 03-28-16 for Prices confirmed through 03-24-2016  
 \*\*OPIS GROSS CARFG ETHANOL (10%) PRICES WITHOUT CAR COST \*\*

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	u N-10	174.50	- .46	194.50	- .46	214.50	- .46	03/23	18:00
PDI	u 1CT	175.57	- .22	198.07	- .22	220.57	- .22	03/24	00:01
PSX	u N-10	177.45	- 1.00	202.47	- 1.00	217.48	- 1.00	03/23	18:00
Tesoro	u N-10	179.24	+ 6.25	199.26	+ 6.25	219.27	+ 6.25	03/23	00:03
Valero	b N-10	184.90	+ 1.04	192.90	+ 1.04	201.90	+ 1.04	03/23	18:00
Chevron	b 1t45c	186.40	+ 5.00	195.52	+ 5.00	205.43	+ 5.00	03/22	18:00
Texaco	b 1-10	186.40	+ 5.00	195.52	+ 5.00	205.43	+ 5.00	03/22	18:00
PSX	b 1-10	187.06	+ 6.06	196.68	+ 6.06	206.28	+ 6.06	03/22	18:00
Shell	b 1-10	187.22	+ 5.05	198.35	+ 5.05	209.47	+ 5.05	03/22	18:00
Vitol	u N-10	217.57d	- 1.00	-- --	-- --	-- --	-- --	03/23	18:00
LOW RACK		174.50		192.90		201.90			
HIGH RACK		187.22		202.47		220.57			
RACK AVG		182.08		197.03		211.15			
<hr/>									
CAP-AT-THE-RACK		10.15		10.13		10.12			
LCFS COST		4.355		4.355		4.355			
OPIS LOS ANGELES DELIVERED SPOT (SRI)									
FOB LOS ANGELES		169.99		182.23		200.59			
BRD RACK AVG		186.40		195.79		205.70			
UBD LOW RACK		174.50		194.50		214.50			
UBD RACK AVG		176.69		198.58		217.96			
5-DAY AVG		188.38		203.31		217.42			

d=not in average

If you have any questions regarding this proposal, please contact the undersigned at (805) 389-3550.

Thank you for your consideration.

Regards,

A handwritten signature in cursive script that reads "Karen Koep".

Karen Koep  
Manager  
Bids and Contracts



1800 West Katella Ave., Suite 400  
P.O. Box 4159  
Orange, CA 92863-4159  
(714) 744-7140  
www.scfuels.com

May 16, 2016

Los Angeles World Airports  
Procurement Department  
Attn: Bid # 116-037  
7301 World Way West, 4<sup>th</sup> floor  
Los Angeles, CA 90045

RFB # 116-037  
Supply and Delivery of Unleaded  
Gasoline for LAWA Fleet

Southern Counties Oil Co., a CA Limited Partnership dba SC Fuels is pleased to submit the following proposal for the fuel requirements of LAWA. Please note the following regarding our proposal:

1. Prices listed are exclusive of all current taxes and environmental fees.
  - CALIFORNIA AB 32: THERE MAY BE ADDITIONAL COSTS ASSOCIATED WITH THE IMPLEMENTATION AND EXECUTION OF AB32. SC FUELS RESERVES THE RIGHT TO PASS ON THESE COSTS TO BUYER BASED ON INDUSTRY PRACTICE.
  - C.A.R /GHG and LCFS COSTS: FOR ALL PRODUCTS PURCHASED AT A TERMINAL LOCATED IN THE STATE OF CALIFORNIA, THE PER GALLON PASS THROUGH COSTS ASSOCIATED WITH THE GHG/CAP AND TRADE PROGRAM AND THE CFS PROGRAM ("CARBON COSTS") WILL BE EMBEDDED IN THE BASE FUEL PRICE (I.E. NO SEPARATE LINE ITEM(S) WILL BE BROKEN OUT). EMBEDDED PER GALLON VALUE WILL BE BASED ON THE PRIOR DAY "OPIS WITH CARBON COSTS" (LCFS AND CAR INCLUDED) POSTING FOR THE APPROPRIATE PRODUCT. SC-FUELS RESERVES THE RIGHT TO CHANGE THE INVOICE FORMAT FOR CARBON COSTS VALUE ON OUR INVOICES.

Pricing used in our proposal is OPIS without CAR, however, SC Fuels prefers to use OPIS with CAR embedded when invoicing.

2. Our offer to LAWA is conditional upon review and approval by SC Fuels Credit Department and CFO of credit terms and conditions prior to award.

Exhibit "A"

**CONTRACT SPECIFICATIONS PURCHASE OF UNLEADED GAS**

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ARTICLE I.	SCOPE.....	1
ARTICLE II.	PRODUCT QUALIFICATION .....	1
ARTICLE III.	DELIVERY .....	1
ARTICLE IV.	ESTIMATED EXPENDITURE.....	2
ARTICLE V.	MISCELLANEOUS COSTS .....	2
ARTICLE VI.	PRICE AGREEMENT CONDITIONS.....	2
ARTICLE VII.	COST CALCULATION METHODOLOGY .....	2
ARTICLE VIII.	OPIS .....	3

Article I.     Scope

A) These specifications are for the purchase of unleaded gasoline (87 OCTANE WITH 10.0% VOLUME ETHANOL) for vehicles operated by Los Angeles World Airports (LAWA). The successful bidder shall maintain a fueling facility or maintain a contract with a fueling facility capable of supplying unleaded gasoline 24 hours a day, 7 days a week, 365/366 days a year.

B) LAWA will also need an emergency backup source of diesel fuel in the event of a disruption in deliveries from the standard scheduled supplier. This fuel will need to comply with all governmental bodies regulating diesel fuel.

Article II.     Product Qualification

A) The unleaded gasoline delivered under this contract shall meet the latest requirements of the California Air Resource Board (CARB). Please reference Title 13, California Code of Regulations, Sections 2250-2273.5 Reflecting Amendments Effective October 9, 2012. Federal and local governments as well as fuel industries laws, codes requirements, standards and guidelines currently in force and any of those put into force during this contract. Particular attention shall be paid to South Coast Air Quality Management District (SCAQMD) and American Society of Testing and Materials (ASTM) laws, regulations and standards.

Article III.     Delivery

A) General Requirements – LAWA's operation requires approximately 37,200 gasoline gallons per month combined to meet its current operational needs at all three airports (See Article IV below for individual requirements per airport. Vendor will be required to have the ability to fuel both above and underground storage tanks (AST & UST). The bidder must meet LAWA requirements in addition to any other commitments the bidder may have. Bidder must provide deliveries to the listed LAWA facilities.

- (a) LAX - Fleet Maintenance to 7411 World Way West, Los Angeles CA 90045,
- (b) ONT - Fleet Svcs / Mtce Yard - 2132 East Avion St, Ontario, CA 91761
- (c) VNY - Fleet Svcs / Mtce Yard - 16813 Stagg St, Van Nuys, CA 91406

B) Standard Orders – All non-emergency fuel orders are to be received within 48 hours of placing a scheduled order either by phone or email. Contact information is to be entered here:

(a) Name & Title of Contact: Margie Peru, Account Manager, Fuel Management Team

(b) Email: perum@scfuels.com and fmservices@scfuels.com

(c) Phone: 714-516-7285

C) Emergency/Stand-By Orders – Vendor shall be able to dispatch multiple delivery trucks to any or all of LAWA operational airports within four hours of notification. Emergency/Stand-By Orders are too billed as an additional service charge, on a per hour basis, one-way portal to portal including loading. Enter emergency contact information here:

(a) Name & Title of Contact: Dispatch (24/7)

(b) Phone: 800-966-7140

#### Article IV. Estimated Expenditure

A) Total expenditures under both combined contracts are estimated to be \$1,500,000.00 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.

#### LAWA 1.5 Million annually - Gallons 37,200 p/month LAWA Totals See breakdown by airport below

LAX \$ 1,100,000 annually gallons 24,000 p/month

ONT \$ 215,000 annually gallons 12,000 p/month

VNY \$ 105,800 annually gallons 1,200 p/month

#### Article V. Miscellaneous Costs

A) 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 the scheduled arrival at a LAWA airport due to delays caused by LAWA operations, Vendor may assess demurrage charges. Demurrage charges shall apply in increments of one-quarter (1/4) hour.

B) 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.

C) Diesel Fuel Taxes & Fee – These fees will be determined at time of the order and will not be part of the bidding process. The diesel fuel line item is for establishing a contingency plan.

#### Article VI. Price Agreement Conditions

A) All transportation costs (per attached “DELIVERY SITES-FREIGHT PRICES” spreadsheet) per gallon shall be assessed on a per airport basis.

B) Prices quoted shall include all delivery/transmission charges and associated fees required to deliver fuel to LAWA facilities entered onto the spreadsheet.

#### Article VII. Cost Calculation Methodology

A) Unleaded prices charged to LAWA are based on a discount (-) or markup (+) from the Oil Price Information Service (OPIS), OPIS NEWSLETTER PRICES WITHOUT CAR COST - Los Angeles CA, \*\*OPIS GROSS CARFG ETHANOL (10%) PRICES WITHOUT CAR COST\*\* Unl RACK

AVG. Prices shall be effective on the day fuel is delivered to the LAWA site. The adjusted price shall be effective on the Monday following the Thursday edition of the Newsletter.

B) Diesel fuel prices charged to LAWA are based on a discount (-) or markup (+) from the Oil Price Index Service (OPIS), Thursday Edition, PADD 4/5 Report, PADD 5, CARFG Ethanol 10%, Los Angeles, Rack Price Summary Detail Without Car Cost, Average Rack, Carb No.2 ULS. Prices shall be effective on the day fuel is delivered to the LAWA site. The adjusted price shall be effective on a Monday following the Thursday edition of the OPIS PADD 4/5 Report.

Article VIII. OPIS

A) The OPIS report, products, and language are protected under copyright laws. The bidder will be required to have access to this service to properly cost and validate their billing.

B) OPIS contact information is; email [energycs@opisnet.com](mailto:energycs@opisnet.com) , (888) 301-2645 (toll-free within the U.S.) or direct (301) 287-2645.

**C) For the purpose of this bidding process the Los Angeles, CA issue with the report date of 03/28/2016 with prices confirmed through 03/24/2016 will be used. No copies of the report will be distributed with this bid.**

**EXHIBIT "B"**

**LOS ANGELES WORLD AIRPORTS**

**Worksheet: UNLEADED GASOLINE PURCHASE FOR LAWA FLEET**

**READ BEFORE COMPLETING THIS WORKSHEET:**

- This worksheet is for the purpose of establishing prices and comparing bids in order to determine the low bidder. No guarantee can be given that these quantities will be reached or exceeded.
- This is a computer generated work sheet and should be completed on a computer. For each item enter your bid price under the column entitled NET UNIT PRICE. The worksheet will calculate automatically the EXTENDED PRICE and the TOTAL BID PRICE. Entering prices by hand or typing it is NOT recommended
- Enter your response in the white rows if you bid on the items as specified. USE THE SHADED ROWS BELOW only for "or equal" items.
- If bidding "or equal" items in the shaded rows, enter manufacturer name and product or catalog number in the said rows. If this information is missing, your bid response may not be considered.
- Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
- Use this Excel worksheet on the website: [www.labavn.org](http://www.labavn.org). Complete your bid worksheet, save it, print it and submit it with your bid response . Do not email.

**Southern Counties Oil Co,  
a CA Limited Partnership**

Item	PROBID	ENTER YOUR BID PRICE PER GALLON	QUANTITY	EXTENDED PRICE	NET UNIT PRICE	TOTAL BID PRICE
1	Fuel, Full Load Deliveries (3500 Gallons or greater)	\$ 1.821	384,000	-\$0.03500000	384,000	\$685,747.20
2	Fuel Short Load Deliveries (3,499 Gallons or less)	\$ 1.821	3,499	\$0.00000000	3,499	\$6,370.98
3	Freight-LAX, Gallons	\$ -	306,365	\$0.02620000	306,365	\$8,026.76
4	Freight-ONT, Gallons	\$ -	43,445	\$0.08440000	43,445	\$3,666.76
5	Freight-VNY, Gallons	\$ -	34,190	\$0.05890000	34,190	\$2,013.79
6	Fuel, Diesel (contingency plan) Gallons	\$ -	500	\$0.05000000	500	\$25.00
7	Stand By Emergency Deliveries (hourly rate)	\$ -	1	\$80.00000000	1	\$80.00
8	Demurge (list hourly rate)	\$ -	1.25	\$80.00000000	1.25	\$100.00
9	Tank Check Fee (per delivery)	\$ -	1	\$100.00000000	1	\$100.00
10	Fuel, Diesel (contingency plan) Gallons	\$ -	500	\$0.05000000	500	\$25.00
<b>BID TOTALS</b>					<b>\$706,155.49</b>	

ENTER THE TOTALS FROM THIS PAGE ON PAGE THREE (3) OF BID