TO: HARBOR DEPARTMENT PURCHASING OFFICE

500 Pier "A" Street

Berth 161

Wilmington, CA 90744

BID NO. F-1201

Page 1

2024

Show this number on envelope

Contract No. 40042

_{DAY OF} March

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

Long Beach, California

City, State

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

5. DECLARATION OF NON-COLLUSION

BIDDER MUST COMPLETE AND SIGN BELOW.

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

6. LEGAL JUSTIFICATION

EXECUTED AT: ____

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

_____ ON THE 18th

Firm Name Merrimac Petroleum, Inc.	dba Merrimac Energ	v Group		
Phnne 562-420-6000	Fax NA			
Address 3738 Bayer Ave	Long Beach	CA	9080	08
Street	City	State	Zip	
Mary 11 dels ving	Mary M. Hazelrigg		_President	
Signature	Printed Name		Printed Title	
1 as Allender	Mary Hazelrigg		Secretary	
Signature (Approved Corporate Signature Methods)	Printed Name		Printed Title	(AFFIX CORPORATE SEAL HERE)
a) Two signatures: One by Chair Officer or an Assistant Treasurer.	man of Board of Directors, P	resident, or a	Vice-President A	ND one by Secretary, Assistant Secretary, Chief Financia
One signature: By corporate desi	gnated individual together with	n properly att	ested resolution of I	Board of Directors authorizing person to sign.
NOTARIZATION: Bids executed outside t	he State of California mu	st be sworn	to and notarized	d below.
County of	In witness whereo Commissioners of	the City o	f Los Angeles	Approved as to form and legality
State ofS.	has caused this cont Executive Direct Department of said	or of	the Harbor	April 3
Subscribed and sworn this date	has executed this of written below.			City Attorney
, 2024	Ву			BY The Hylms
	Executive Directo	or Harbor I	Department	Hostoren Deputy
Notary Scal Signature	-	Date		

CITY OF LOS ANGELES HARBOR DEPARTMENT

BID NO. F-1201

SUBMIT BID TO:

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

OFFICE HOURS:

7:30 a.m. – 4:30 p.m.

Monday through Friday (excluding Holidays)

Buyer: Jacquelyn L. Estrada, Procurement Analyst

Email: JEstrada@portla.org

BID DUE BEFORE 2:00 P.M. March 29, 2024

BIDS WILL BE PUBLICLY OPENED

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

DELIVERED MARINE FUELS

BIDS are requested for the <u>annual requirements</u> of the Los Angeles Harbor Department ("Department" or "City") for **DELIVERED MARINE FUELS: RENEWABLE DIESEL and UNLEADED GASOLINE** to be furnished and delivered as may be required upon the execution of the Order/contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director and the Board of Harbor Commissioners.

Prices are requested in the form of a Discount or Mark-up from the Oil Price Information Service (OPIS), Weekly Petroleum Administration for Defense Districts (PADD) region 5 average price, Los Angeles Area, current at time of fueling. (Vendor to indicate either Discount or Mark-Up in order to reflect final price to the City. Failure to do so may deem bid non-responsive.)

Bidder to have marine docking facilities capable of fueling vessels (diesel or gasoline) up to 100 ft. in length.

1. DIESEL FUEL, RENEWABLE (R99), UBD RACK AVERAGE (PER GALLON)

a. 0-249 Gallons	☐ Discount	⊠Mark-Up	from OPIS	\$ 0.65
b. 250-1,999 Gallons	Discount	Mark-Up	from OPIS	\$ 0.60

MANDATED BY: California Air Resources Board Commercial Harbor Craft Regulation, Section 2299.5, Title 13, Division 3, Chapter 5.1 of the California Code of Regulations (CCR) and Section 93118.5, Title 17, Chapter 1, Subchapter 7.5, CCR.

REQ. NO.: E-25-0003; I-2024-121

NOTIFY: D. Orozco

Prev: 39947 PAGE 2 BIDDER MUST SIGN THIS BID ON PAGE I, WET SIGNATURES REQUIRED.

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2. SUPER UNLEADED 91 OCTANE (PER GALLON)

a. 0-249 Gallons	☐ Discount	_⊠Mark-Up	from OPIS	\$ 0.65	
b. 250-1,999 Gallons	Discount	⊠Mark-Up	from QPIS	\$0.60	

3. FEES ASSESSED BY THE STATE OF CALIFORNIA (PER GALLON)*

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

a. Greenhouse Gas Assessment

\$ 0

b. Low Carbon Fuel Standard Fee, Gasoline

\$price inclusive of LCFS

Please see Attachment A for FAQs related to these specifications and requirements.

BIDDERS' INSTRUCTIONS

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

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all bid documents requested by the Department, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed bid documents. The original and all copies shall include all bid documents requested by the Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all bid documents requested by the Department at the bid closing date and time.

^{*}Fees may vary depending on refinery pricing.

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

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

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

<u>AWARD</u>. The Harbor Department reserves the right to reject any or all Bids, award Bids as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

It is the intent of the Harbor Department to award contract to one (1) supplier. The Department, however, retains the option to split the award by type of fuel, vessel's fuel capacity, and/or vendor's ability to safely handle variously sized vessels.

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

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MATERIALS, EQUIPMENT AND SERVICE

VENDOR CONTACT FOR CONTRACTUAL ISSUES.

Contact Person:	Katie Bark	
Title:	Marketing and Business Development	
Telephone:	562-420-6000	
Email Address:	kbark@merrimacenergy.net	
VENDOR CONTACT FO	OR SERVICE REQUESTS AND BILLING ISSUES.	
Contact Person:	Katie Bark	
Title:	Marketing and Business Development	
Telephone:	562-420-6000	
Email Address:	kbark@merrimacenergy.net	
24-Hour Contact Phone:	562-420-6000	
LOCATION . Bidder to in	ndicate fueling location(s):	
Location (Berth/Port):	Maxum Fuel Dock 1028 S Seaside Ave San Pedro CA90731	
Phone:	949-779-1027	
Fax or Email:	socalbarge.dispatch@pilotthomas.com	
SPACE AVAILABILITY serviced at the same time	. Vendor to indicate the maximum number of vessels capable of fueling or being e:	
Vessels, 60-feet and Un	der: 4	
Vessels, 60-feet and Ov	er: <u>2</u>	

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BUSINESS HOURS.
DUSINESS HOURS.
Vendor to indicate business hours:
Monday-Friday: <u>4:00</u> A.M. to <u>6:00</u> P.M.
Saturday: 4:00A.M. to 6:00P.M.
Sunday: 6:00 A.M. to 4:00 P.M. Closed
NOTE: Some of the vessels requiring fueling are critical to the Department's operations. The Harbot Department reserves the right to secure fuel from other vendors if the vendor's facilities are unavailable for fueling and will be so for a period of time. Continued un-availability of fueling dock may result in cancellation of contract.
RENEWAL OPTIONS. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one (1) or two (2) years, from the date of expiration, under the same terms and conditions, and at the same percentage discount or markup quoted herein. Option(s) grante will not be considered as a factor in awarding contracts.
If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

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INSURANCE CLAUSES / LIMITS

INDEMNIFICATION AND INSURANCE.

Indemnification

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

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

POLICY COPIES

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

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

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If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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

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

NOTE:

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

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General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability. independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII. A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than five million Dollars (\$5,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or selfinsurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30days' notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

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

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

Ocean Marine Liability

Vendor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Vendor's operations. The cost of the insurance shall be borne by Vendor. The coverage shall be written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of five million Dollars (\$5,000,000.00) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds.

Fire Legal Liability

In addition to and concurrently with the aforesaid insurance coverage, Vendor shall also procure and maintain, fire legal liability insurance with a minimum limit of two-hundred-fifty-thousand Dollars (\$250,000.00) per occurrence, covering legal liability of Vendor for damage or destruction by fire or explosion to the works, structures and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by the Board.

Pollution Liability Insurance or Environmental Impairment Liability

Vendor shall procure and maintain throughout the term of this Purchase Order, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available), with Vendor's normal limits of liability but not less than ten million Dollars (\$10,000,000.00) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Vendor's services under this Agreement. Said limits shall provide first

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dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. Vendor's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Vendor described under the scope of services of this Purchase Order and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

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

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

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

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

(initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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DELIVERY

<u>DELIVERY.</u> Delivery shall be made from Vendor's wharf directly into the vessel's fuel tank(s). Vendor shall present a delivery ticket to the Department Employee for signature, in order to verify the quantity received.

All delivery tickets shall include the following information: Delivery Date, Ticket No., Department Vessel No., as well as the price charged less Federal Excise Tax and State Sales Taxes. Any other applicable taxes and fees are to be shown as a separate line item on all invoices.

SERVICE CAPABILITIES. All facilities shall have fenders to accommodate crafts 16 feet in size and larger without damage. For safety purposes, fuel dock should be able to allow for the handling of nozzle from the boat crew to the operator without climbing more than six (6) feet above the water line. Vendor's ability to comply with these requirements will be considered in the bid evaluation.

FINANCIAL CLAUSES

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be \$409,000.00 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

<u>MISCELLANEOUS PURCHASES</u>. The Harbor Department requests the option to purchase miscellaneous related materials and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one:		11. M
	☐ Option Not Granted	INITIAL:
SALES TAXES. Do not in	clude Sales Taxes in your	Bid. Sales Taxes will be added at time of order.
SALES TAX PERMIT. A collect California State Sale		oard of Equalization Seller's Permit is required to
Permit Number: SR Y AA 2	4-883365	
FEDERAL FYCISE TAY	The City of Les Angele	s Harbor Department is exempt from naument of

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

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BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration d X а

Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. New vendors will be required to supply a BTRC/VRN number after award but before payment.
BTRC Number: 0000692695-0001-8
INVOICES . vendor to include a copy of the O.P.I.S. price sheet, current at time of fueling, along with the following certification on all invoices:
"I certify that the Marine Fuel furnished under this invoice complies with the terms and conditions of Annual Contract [Contract No.] and reflects the Harbor Department's Discount/Adder from the [Date of Service] OPIS Average Price".
NAME: Katie Bark
TITLE: Marketing and Business Development
VESSEL FUELED: TBD
VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). Please submit a copy of your IRS Form W-9 with your bid. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

	NAME:	Merrimac Petroleum, Inc.
REMIT TO:	ADDRESS:	3738 Bayer Ave Suite 204
		Long Beach CA 90808
	A/R EMAIL:	wreynolds@merrimacenergy.net

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

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

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

- Form 590, Withholding Exemption Certificate, certifying exemption from the withholding requirement.
- Form 587, Nonresident Income Allocation Worksheet, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you
 must first file CA Form 588, Nonresident Withholding Waiver Request to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 Nonresident Reduced Withholding Request to CAFTB).

Further information regarding this requirement may be found here: https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html

Please Check One:

Both Bidder's Legal Address (as stated on the Address as stated under VENDOR PAYMENT a Withholding Forms Not Required.	•
☐ Withholding Forms Attached	

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GENERAL AND STATUTORY REQUIREMENTS

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

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

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

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

<u>CHEMICALS</u>. As directed by the Occupational Safety and Health Act of 1970 and the Hazardous Substances Information and Training Act of 1980, vendor must provide a material safety data sheet for all chemicals furnished. The harbor department reserves the right to refuse all deliveries not accompanied by a material safety data sheet.

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

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

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

CITY OF LOS ANGELES HARBOR DEPARTMENT

BID NO. F-1201

(SHOW THIS NUMBER ON ENVELOPE)

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

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

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

The Harbor Department defines an LBE as:

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

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

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

CITY OF LOS ANGELES HARBOR DEPARTMENT BID NO. F-1201

(SHOW THIS NUMBER ON ENVELOPE)

ETHICS.

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

Bidders must submit <u>CEC Forms 50 and 55</u> (provided in <u>Attachments</u>) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed <u>CEC Forms 50 and 55</u> shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

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

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendors who are already registered may look up their RAMP ID at: https://www.rampla.org/s/regional-profiles.

PIDDEDA/ENDODIO DAMD ID Number/e).	18888
BIDDER/VENDOR'S RAMP ID Number(s):	10000

CITY OF LOS ANGELES HARBOR DEPARTMENT

BID NO. F-1201

(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

- 1. FORM OF BID AND SIGNATURE. The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. <u>No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated.</u> Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- TAXES: Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- SPECIFICATION CHANGES. Vendor may request in writing that specifications be
 modified if its provisions restrict vendor from bidding. Such request must be received
 by the Director of Purchasing at least five (5) working days before bid opening date. All
 vendors will be notified by Addendum of any approved changes in the specifications.
- 4. BRAND NAMES AND SPECIFICATIONS. The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Rid.
- 5. AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- 6. PURCHASE AGREEMENT. A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- PRICE GUARANTEE. If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- DEFAULT BY SUPPLIER. In case of default by supplier, the City reserves the right to
 procure the articles or services from other sources and to hold the supplier responsible
 for any excess costs incurred by the City.
- DELIVERY: If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- INSPECTION: All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- INVOICING: The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tegged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated. Materials shall be listed separately on invoices covering repairs or installation service. The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing. This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date. In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made. Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- 12. TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
- CITY OF LOS ANGELES MUNICIPAL CODE: All items must meet the requirements
 of the City of Los Angeles Municipal Code.
- 14. PAYMENTS. Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 16. NONDISCRIMINATION. During the performance of this con-tract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondisorimination provision.
- SAFETY APPROVAL. Articles supplied under this contract will not be accepted
 unless they comply with current safety regulations of the City Department of Building
 and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and
 Health (CalOSHA) and OSHA requirements.
- 18. PREVAILING WAGES. Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- 19. CONTRACTOR'S LIABILITY. The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the Cify of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
- PATENT RIGHTS. The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by

CITY OF LOS ANGELES HARBOR DEPARTMENT

BID NO. F-1201

(SHOW THIS NUMBER ON ENVELOPE)

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

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

THE END

No. 285 Rev. 07/15-116

03/29/24 VERSION: 1

HARBOR DEPARTMENT FY 2024-2025 (E-25-0003/I-2024-121) CONFIRMATION OF QUALIFICATIONS

DESCRIPTION: Delivered Marine Fuels

Prepared by: Jacquelyn Estrada, Procurement Analyst

GENERAL: It is the intent of this specification to describe in a general form the requirements of the equipment/services and options desired.

Bidder <u>must</u> indicate with a check mark, in the spaces provided, after each item, if they COMPLY with the specifications for that product or service. If they do not comply, each deviation must be described in the space that follows. If insufficient space, indicate "see attached" and describe all deviations on an attachment to the bid. Make sure all deviations are labeled to identify the item for which the deviation is taken. A cover letter must be included indicating that deviations to the specifications are in a separate attachment to the bid. <u>Failure to properly complete this required information may result in bid being rejected as non-responsive</u>.

REQUIRED PRODUCTS: RENEWABLE DIESEL FUEL (R99) AND SUPER UNLEADED 91 OCTANE GASOLINE	Comply: 🔯 Deviation:
VESSEL FUELING DOCK LOCATED WITHIN THE LOS ANGELS PORT DISTRICT	Comply: Deviation:
FUEL DELIVERY: VESSEL FUELING DOCK OPEN AND AVAILABLE FOR FUEL DELIVERY 24 HOURS PER DAY, 7 DAYS PER WEEK	Comply: Deviation: For after hours deliveries (between 1800-0400), we request 12 hours' notice for delivery.
INSURANCE CERTIFICATION REQUIREMENTS: GENERAL LIABILITY: \$5,000,000 FIRE LEGAL LIABILITY: \$250,000 PER OCCURRENCE AUTO LIABILITY: \$1,000,000 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: STATUTORY WITH WAIVER OF SUBROGATION OCEAN MARINE LIABILITY WITH PROTECTIVE AND INDEMNITY, JONES ACT, HULL AND MACHINERY COVERAGE: \$5,000,000 ENVIRONMENTAL IMPAIRMENT LIABILITY: \$10,000,000	Comply: Deviation:
SERVICE CAPABILITIES: ALL FACILITIES SHALL HAVE FENDERS TO ACCOMMODATE CRAFTS 16 FEET IN SIZE AND LARGER WITHOUT DAMAGE. FOR SAFETY PURPOSES, FUEL DOCK SHOULD BE ABLE TO ALLOW FOR THE HANDLING OF NOZZLE FROM THE BOAT CREW TO THE OPERATOR WITHOUT CLIMBING MORE THAN SIX (6) FEET ABOVE THE WATER LINE.	Comply: 🔀 Deviation:

03/29/24 HARBOR DEPARTMENT VERSION: 1 FY 2024-2025 (E-25-0003/I-2024-121) CONFIRMATION OF QUALIFICATIONS		
DESCRIPTION: Delivered Marine Fuels		
INVOICING: OPIS REPORTS FOR THE DAY OF FUE PROVIDED WITH EACH INVOICE.	Comply: Deviation:	
LARGEST VESSEL: FUEL DOCK MUST BE ABLE TO FUEL A V FOLLOWING SIZE: 95' x 34'	Comply: Deviation:	
VESSEL DRAFT: FUEL DOCK MUST BE ABLE TO FUEL A V FOLLOWING DRAFT: SEVEN (7) FEET	Comply: Deviation:	
1. Active California State Board of Equipment 2. Business Tax Registration Certificate is of Los Angeles Office of Finance with a 3. Registration on the City of Los Angeles Marketplace for Procurement (RAMP) is a second	ssued by the City "Clear" status Regional Alliance Website	
SUMMARY OF DEVIATIONS: We have requ	ested 12-hours notice for after hours fuel deliveries	

(between 1800-0400 hrs).

03/29/24 VERSION: 1

HARBOR DEPARTMENT FY 2024-2025 (E-25-0003/I-2024-121) **CONFIRMATION OF QUALIFICATIONS**

FINAL NOTES:

- 1. The Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with tax exemption certification upon request.
- 2. Vendor to indicate:
 - a. Contact Person: Katie Bark
 - b. Phone Number: 562-420-6000
 - c. Email: kbark@merrimacenergy.net

SUBMITTED BY:

Katie Bark, Marketing and Business Development, kbark@merrimacenergy.net

(Name, Title, Email)



Bidder Certification



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

Original Filing Amendment: D	Date of Signed Original 12/10/2018 Date of Last Amendment 3/19/2019				
Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)				
F-1201/40042	HARBOR				
Bidder Name					
Merrimac Petroleum, Inc. dba Merrima Address	ac Energy Group				
3738 Bayer Ave Suite 204 Long Beach C	A 90808				
Email Address	Phone Number				
kbark@merrimacenergy.net	562-420-6000				
Certification					
I certify the following on my own behalf or on beh	alf of the entity named above, which I am authorized to represent:				
A. I am applying for one of the following types of	contracts with the City of Los Angeles:				
A goods or services contract with a value	e of more than \$25,000 and a term of at least three months;				
A construction contract with any value ar	nd duration;				
 A financial assistance contract, as define \$100,000 and a term of any duration; or 	d in Los Angeles Administrative Code § 10.40.1(h), with a value of at least				
4. A public lease or license, as defined in Lo	s Angeles Administrative Code § 10 40.1(i), with any value and duration.				
	sclosure requirements and prohibitions established in the Los Angeles lobbying entity under Los Angeles Municipal Code § 48 02.				
I certify under penalty of perjury under the laws of in this form is true and complete	f the City of Los Angeles and the state of California that the information				
Mary Hazelrigg Name	Mary dun brut				
President	March 18, 2024				
Title	Date				

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Prohibited Contributors (Bidders)



This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original 12/10/2018 bate of Last Amendment 3/19/201
Reference Number (Bid, Contract, or RAMP): F-1201/40042 Date Bid Submitted: 3/18/2024 Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided) DELIVERED MARINE FUELS
Awarding Authority (Department awarding the contract) Bidder Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group
Bidder Address: 3738 Bayer Ave Suite 204 Long Beach CA 90808 Bidder Email Address kbark@merrimacenergy.net Bidder Phone Number 562-420-6000
Schedule Summary
Please complete all three of the following: 1. SCHEDULE A — Bidder's Principals (check one) The bidder has one or more PRINCIPALS, as defined in LAMC § 49 7.35(A)(6). At least one principal is required for entities (If you check "Yes", Schedule A is required) 2. SCHEDULE B — Subcontractors and Their Principals (check one) The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): Mo
Certification
I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.
Mary M. Hazelrigg Name Mary dunling Signaturé
President March 18, 2024 Title Date

55

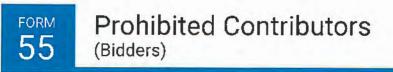
Prohibited Contributors (Bidders)



Schedule A - Bidder's Principals

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

Name: Mary Hazelrigg Address 3738 Bayer Ave Suite 204 Long Beach CA 9080	Title: President
Name:	_ Title:
Name:	
NameAddress:	Title:
Name:	Title
Name:	
Name:	Title:
Name:	Title:
Name:	Title



ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold. Subcontractor's Name PTL Marine Subcontractor's Address 1028 S Seaside Ave San Pedro CA90731 Please check one of the following options: This subcontractor has one or more principals. Yes* No * Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City. Name: Dennis Cassidy _____ Title: CEO Address: 1051 Mustang Drive Grapevine TX 76051 ___ Title: COO Name: Jeff Lang Address: 1051 Mustang Drive Grapevine TX 76051 Name: Brian Baubach _ _{Title:} <u>C</u>FO Address: 1051 Mustang Drive Grapevine TX 76051 Name: __ Address: ___ Name: _ ______ Title: ____ Address: _ Name: _ Address: _

Check this box if additional Schedule B pages are attached.

LOCAL BUSINESS PREFERENCE PROGRAM

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

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

The Harbor Department defines an LBE as:

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

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

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

AFFIDAVIT OF COMPANY STATUS

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

Merrimac Petroleum, Inc. dba Merrimac Energy Group

Name of Firm

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

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

⊠LBE □Non-LBE

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

Signature:

1.6

Title: Marketing and Business Development

Printed Name: Katie H. Bark

Date Signed: March 18, 2024

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of Los Angeles	
On March 18, 2024 before me, Noe Calel, Notary (insert name and title of the officer)	Public
(insert name and title of the officer))
personally appearedKalic H. Baulc	
who proved to me on the basis of satisfactory evidence to be the person(s) whose names subscribed to the within instrument and acknowledged to me that he/she/they executed his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrumperson(s), or the entity upon behalf of which the person(s) acted, executed the instrum	d the same in Iment the
I certify under PENALTY OF PERJURY under the laws of the State of California that the paragraph is true and correct. NOT CALET HATCHY PUBLIC - CA	L Alifornia
WITNESS my hand and official seal. Los Angeles Commission # 2: My Comm. Expires Se	460966 👸

(Seal)

Signature

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

Interna	l Revenue Service	► Go to www.irs.gov/FormW9 for	instructions and the late	st inlorn	natio	n.							
	1	on your income tax return). Name is required on this lim	e; do not leave this line blank.										
	Merrimac Petroleum, Inc.												
	2 Business name/disregarded entity name, if different from above Merrimac Energy Group												
C a Charles and the state of th								4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
e. Tis ch	5 ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC							Exempt payee code (if any)					
황緩		ty company. Enter the tax classification (C=C corporation				_							
Some contained in the first parameters of the LLC is classified as a single-member LLC that is obsergated from the owner of U.S. federal tax purposes. Other (see instructions) Check appropriate box for received person whose name is entered on the first check only disc of the containent instructions on page 3): Containent is containent in the containent is entered on the first check of the containent is containent in the containent in the containent is containent in the containent in the containent is containent in the containent								epor	Ung				
Ş	Other (see in						Mapaile	lo acc	ounis (nahtal	ned ou	reido r	to U.S.)
Š		r, streat, and apt. or suite no.) See instructions.		Request	er's n	ате:	and ad	dress	(opti	one)			
See	3738 Bayer Av												
	6 City, state, and 2	IP code		1									
	Long Beach, C		<u> </u>										
	7 List account nun	iber(s) here (optional)											
Par	Taxpa	yer Identification Number (TIN)											
Enter	your TIN in the ap	propriate box. The TIN provided must match the	name given on line 1 to av	old	See	ial sc	curity:	numt	er				
backt	ip withholding. Fo	r individuals, this is generally your social security	number (SSN). However, 1	fora	\Box	Ť	7		\Box	ſ		\Box	7
		rietor, or disregarded entity, see the instructions ver Identification number (EIN), if you do not have		eta I			╝		Ш	-[
77N, I	ater.	,	,	1	or								_
		n more than one name, see the instructions for lin		and	Em	oloye	dent	ficati	On n	umb	er T		- -
Nume	er to Give the Me	quester for guidelines on whose number to enter.	•		7	7	- D	1	8	9	٥	4	5
Par	t II Certifi	eation				_		1	Ш				
	r panalties of perju								_				
	•	n this form is my correct taxpayer identification n	umber (or I am waiting for	a numbe	er to l	be is	sued 1	ю гля	e): ar	ıd			
2.) ar Sei	n not subject to ba rvice (IRS) that I an	ackup withholding because: (a) I am exempt from n subject to backup withholding as a result of a fe packup withholding; and	backup withholding, or (b) i bave r	not b	een (notifie	d by	the 1	nten	nal R d ma	leve e th	inue at l am
3. l ar	n a U.S. citizen or	other U.S. person (defined below); and											
4. The	e FATCA code(s) e	ntered on this form (if any) indicating that I am ex	empt from FATCA reporting	ng is con	rect.								
you ha	ave failed to report sition or abandonm	is. You must cross out item 2 above if you have bee all interest and dividends on your tax return. For rea ent of secured property, cancellation of debt, contri vidends, you are not required to sign the certification	el estate transactions, item : butions to an individual refi	2 does no irement a	ot app rrang	oly. F emer	or mai nt (IRA)	tgag , and	e inte 3 gen	erest erall	paid y, pa	i, Iymi	ents
Sign Here	Signature of U.S. person i	Mary Hazelrigg	_	Dale 🕨	1	[1	/20	124	/				
Ge	neral Insti		• Form 1099-DIV (d	lividends,	, incl	uding	g Lhos	e froi	m ste	ocks	or n	ายtu	ıal
Section		the Internal Revenue Code unless otherwise	• Form 1099-MISC	(various	type	s of I	псот	e, prl	28 8,	awa	rds,	ot g	pross
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted			. ,	proceeds) • Form 1099-B (stock or mutual fund sales and certain other									
	-	d, go to www.irs.gov/FarmW9.	• Form 1099-S (pro	-	am re	e al é:	state t	ransi	actio	ns)			
Purpose of Form			 Form 1099-K (me 	 Form 1099-K (merchant card and third party network transactions) 							ons)		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer			1098-T (tuition)	·							rest),		
identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption				Form 1099-C (canceled debt)									
taxpa	yer identification r	- '	Form 1099-A (acquisition or abandonment of secured property)										
(EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of Information returns include, but are not limited to, the following.			alien), to provide yo	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.									
	m 1099-INT (intere		If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, fater.										

CALIFORNIA STATE BOARD OF EQUALIZATION

CONSOLIDATED SELLER'S PERMIT

THIS PERMIT DOES NOT AUTHORIZE RETAIL SALES

CONSOLIDATED ACCOUNT NUMBER

8/1/1988 SR Y AA 24-883365

MERRIMAC ENERGY GROUP MERRIMAC PETROLEUM, INC. 1240 E WARDLOW RD LONG BEACH, CA 90807-4833



NOTICE TO PERMITTEE: You are required to obey elf Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO RULES AND REGULATIONS OF THE BOARD TO FILE CONSOLIDATED SALES AND USE TAX RETURNS UNDER THE ABOVE CONSOLIDATED ACCOUNT NUMBER

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR OROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW CPERATOR OF THE BUSINESS.

For general tax questions, please call our information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

POE-442-M REV, 12 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As the holder of a Consolidated Seller's Permit, each of your selling locations will receive a Seller's Permit authorizing sales of tangible personal property at that location.

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- · Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices.
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- · You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION



Certificate of Analysis

Neste US, Inc. Kenelma Alvarado Fanini 3040 Post Oak Blvd Suite 1700 Houston, TX 77056 USA

Our Reference Number: US260-0032807 Lab Reference Number: 2023-LOSA-000872

Customer Reference Number: 230014

Vessel/Sample Point: DS-801

Sample Representing: TK # 8019== Composite After Discharge

Customer Product Description: Renewable Diesel Fuel

Location: Olympus Berth-209, Long Beach, California, United States

Drawn By: Intertek

Sample 1D: 2023-LOSA-000872-022

Date Sampled: 08-Sep-2023 Date Submitted: 08-Sep-2023 Date Tested: 12-Sep-2023

Method	Property	Result	Unit	Spec Limit	P/F
US Customs Accredit	ed Testina				
f ASTM D4052	Density @ 15°C	781.6	kg/m³	770.0 - 790.0	Pass
f ASTM D4052	API Gravity @ 60°F	49.4	°API		
f ASTM D445	Kinematic Viscosity at 104 °F/40 °C	3.165	mm²/s	1.9 - 4.1	Pass
Non US Customs Acc	redited Testing				
F ASTM D5186	Total Aromatics by SFC	0.6	mass %	Max 1.1	Pass
ASTM D5453	Sulfur Content	<1.0	mg/kg		
EN 14078	Fatty Acid Methyl Esters (FAME)	<0.05	Wt %		
1 ASTM D93	Corrected Flash Point	86.0	°C	Min 61.0	Pass
f ASTM D524	Ramsbottom Carbon Residue	0.04	Wt %	Max 0.10	Pass
f ASTM D482	Ash Content	< 0.010	Wt %		
ASTM D6304	Water Content	50	mg/kg	Max 200	Pass
EN 12662	¹ Total Contamination	2.0	mg/kg	Max 10.0	Pass
f ASTM D130	Copper Corrosion @ 50°C (122°F)/3 hr	1a			
ASTM D2274	Adherent Insolubles	1	g/m³		
	Total Insolubles	14	g/m³	Max 25	Pass
f ASTM D6079	Wear Scar Diameter	5 8 0	μm		
f ASTM D86	Initial Boiling Point	196.8	°C		
	10% Recovery	270.0	°C		
	50% Recovery	284.2	°C		
	90% Recovery	294.7	°C	282.0 - 338.0	Pass
	Final Boiling Point	308.4	°C		
	Residue	1.3	Vol %		
	Corrected Loss	1.0	Vol %		
	Corrected Recovery	97.7	Vol %		
	Corrected Total Recovery	99.0	Vol %		
f ASTM D2624	Electrical Conductivity	103	pS/m	Min 50	Pass
f ASTM D4176	Appearance: Clear and Bright	Clear, Bright & Free of Entrained Matter			
f ASTM D2500	Cloud Point	-22	°C		
ITM 1017	Visual Observation	Undyed		Undyed	Pass
1 ASTM D2709	Sediment and Water	<0.01	Vol%		
1 ASTM D3242	Acid Number	0.001	mg KOH/g	Max 0.010	Pass
f ASTM D1500	ASTM Color	<0.5		Max 2.5	Pass
ASTM D6890	¹ Derived Cetane Number (DCN)	81.2		Min 70.0	Pass







Certificate of Analysis

Our Reference Number: US260-0032807 Lab Reference Number: 2023-LOSA-000872

Customer Reference Number: 230014

¹ Out of Scope of the Method

f - Denotes analysis results which are ISO/IEC 17025 accredited by ANSI National Accreditation Board.

Please Note: Appearance was checked on the individual compartments and reported on the composite per the Client's request. ASTM D5453, D6890, and EN 14078 were performed by Intertex Sister Labs.

Results are only representative of the sample tested. All tests have been performed using the latest version unless otherwise indicated. This report shall not be reproduced except in full without written approval of Intertek. Report is subject to our standard Terms and Conditions which can be obtained at our website; http://www.intertek.com/terms

for Intertek: Jase Gutternez Laboratory Technician

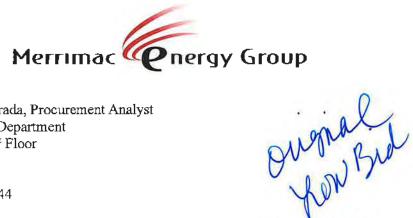




3738 Bayer Avenue #204

Long Beach

CA 90808



March 26, 2024

Ms. Jacquelyn L. Estrada, Procurement Analyst

Los Angeles Harbor Department

Purchasing Office, 1st Floor

500 Pier A Street

Berth 161

Wilmington, CA 90744

Re: Bid No. F-1201 Delivered Marine Fuels, due Friday, March 29, 2024,

Dear Ms. Estrada,

Merrimac Petroleum, Inc dba Merrimac Energy Group is eager to present its proposal for RFB No. F-1201 for Delivered Marine Fuels for the Los Angeles Harbor. In 1988 Mary Hazelrigg founded Merrimac on the principles of excellence in customer service and reliable, cost-effective fuel supply. With thirty-six years in business, we believe we have the experience necessary to be an excellent supplier to the Los Angeles Harbor. You will find our company data here:

Phone 562,420,6000

Toll Free 800,900,4081

Fax 562.420.6005

Firm	Merrimac Petroleum, Inc.
	dba Merrimac Energy Group
Office Address	3738 Bayer Ave Suite 204
	Long Beach CA 90808
Phone Number	562-420-6000
	800-900-4081
Year of Incorporation	1988
Principal	Mary Hazelrigg, President and
	Owner _
Local Business	Certified by the City of Los
Enterprise (Harbor)	Angeles on 10/14/2013
Local Business	Certified by the City of Los
Enterprise (City)	Angeles on 5/22/2023

Merrimac has a history of providing the highest level of customer service to various City of Los Angeles departments, including the City of Los Angeles General Services, Los Angeles World Airports, and Los Angeles Department of Water and Power. For this contract, we will utilize Pilot Thomas Logistics' Marine as our subcontractor. PTL has their own fueling dock in the Port, which will support the work for this contract.

www.merrimacenergy.net

Merrimac and PTL have carefully reviewed the scope of work for this contract, as well as the insurance requirements, to guarantee that we can fulfill each detail outlined in this RFB. The work specifications are very much in line with what Merrimac and PTL do daily, and we are confident in our abilities to get the job done. One item that we want to highlight, however, is that for any after-hours requests (between 4:00pm and 6:00am), we will require 12 hours' notice to make a delivery. By the same token, Merrimac can be reached 24/7 for any emergencies that may arise and will work with the Harbor to ensure ample fuel levels for its vessels at all times.

We are submitting a very competitive bid that we hope is your lowest. It would be an honor to work with the City of Los Angeles Harbor in this capacity. Please let us know if you have any questions or if any of our points can be clarified. We appreciate your consideration.

Very Respectfully,

Katie Bark

Marketing and Business Development

Merrimac Energy Group

kbark@merrimacenergy.net

562-420-6000



Certification

City of Los Angeles Harbor

Name	Status	Expiration Date	
LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)	Verified		~
	City of Los A	angeles	
	10/14/2013		
	4/21/2021		
	Asiri Siriwar	denage	



For any questions regarding certifications please contact the Bureau of Contract Company Details

Administration, Office of Contract Compliance at boa certifications@lacity.org (mailto:boa.certifications@lacity.org)

User Management

Compliance Documents Certification Add Certification

Certification City of Los Angeles Harbor Expired Certifications

NAICS Codes and Licenses

Bookmarks

LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES) Verified 5/22/2028 BIP Management

Related Opportunities

RAMP Support City of Los Angeles

Expiration Date

5/22/2023 5/18/2023

Status

MARY HAZELRIGG

LBE: LOCAL BUSINESS ENTERPRISE (LOS

ANGELES)

Rejected

SLB OR LSB: SMALL LOCAL BUSINESS OR LOCAL SMALL BUSINESS

Rejected

10/13/2024

WØE: WOMEN-OWNED BUSINESS ENTERPRISE

LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES)

Rejected

Verified

CITY OF LOS ANGELES

City of Los Angeles (https://www.lacity.org)

Mayor's Office of Karen Bass (http://www.lamayor.org)

 $Open \, Data (https://data.lacity.org/dataset/RAMP-Open-Bid-Opportunities/hf5r-utnq) \\$

Bond Assistance Program

Building Permits (https://ledbs.org/services/core-services/plan-check-permit)

BUSINESS SERVICES

Business Source Centers (https://ewddlacity.com/index.php/(ocal-business/businesssource-centers)

Business Tax Resources (https://finance.lacity.org/)

Minority Business Development Agency (https://www.mbda.gov/)

Office of Small Business (https://business.lacity.org/)

City of Los Angeles Green Business Program (https://www.lacityean.org/san/faces/home/portal/s-fsh-es/s-fsh-es-si/s-lsh-es-si-gbc? _adf.ctri-state=dwqhke9b2_4&_afrLoop=28382755362860786#!)

A SERVICE BROUGHT TO YOU BY