



October 27, 2020

**TO:** Business and Accounting Administrators  
Los Angeles County K-12 Schools and Community College Districts, and  
Other Local Educational Agencies

**FROM:** Ares Ayson, Interim Assistant Director  
Disbursement and Financial Services  
Division of School Financial Services

**SUBJECT:** Falcon Fuels, Inc. Diesel and Gasoline Fuel Contract Extended to April 30, 2021

The purpose of this bulletin is to inform you that the County of Los Angeles Falcon Fuels, Inc. contract has been extended to April 30, 2021. All other pricing, terms and conditions remain unchanged.

A copy of the amended Contract #MA-IS-1640101-22 is attached.

For technical assistance/general questions, placing orders or agreement questions on the contracts, please contact the following:

Technical Assistance/General Questions	Carol Chavez	(562) 665-7189
Placing Orders	Stephanie Villalobos	(562) 272-4426 ext. 21
Agreement Questions	Andres Arellanes	(323) 267-2215

If you have any questions regarding this bulletin, please contact Cynthia Hampton at (562) 922-6455 or [Hampton\\_Cynthia@lacoed.edu](mailto:Hampton_Cynthia@lacoed.edu).

Approved:  
Nkeiruka Benson, Director  
Division of School Financial Services

AA:lt  
Attachment

SFS-A21-2020-2021

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1640101-22	VERSION DATE
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 987726	
<div style="border: 1px solid black; padding: 5px;"> <p>FALCON FUELS, INC.</p> <p>7300 ALONDRA BLVD. P.O. BOX 347 PARAMOUNT CA 90723-4000</p> </div>		BUYER: Theodore Lo PHONE: 323-267-2207 EMAIL: ted.lo@isd.lacounty.gov	
		VENDOR NO: 047845 CONTACT: ROBERT L PHAIR PHONE: 562-272-4226	
		FISCAL YEAR: EFFECTIVE DATE: 11/01/15 EXPIRATION: 04/30/21	

FUEL - DIESEL AND GASOLINE-COUNTYWIDE

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 405-09-00-002667 FUEL-DIESEL- ULTRA LOW SULFUR - CLEAR - PURCHASE VOLUME OF 0-999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.099070
2	COMMODITY CODE: 405-09-00-002667 FUEL-DIESEL - ULTRA LOW SULFUR CLEAR - PURCHASE VOLUME OF 1000 - 2499 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.068370
3	COMMODITY CODE: 405-09-00-002667 FUEL-DIESEL - ULTRA LOW SULFUR - CLEAR - PURCHASE VOLUME OF 2500 - 4999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.044440
4	COMMODITY CODE: 405-09-00-002667 FUEL-DIESEL - ULTRA LOW SULFUR - CLEAR - PURCHASE VOLUME OF 5000 + GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ -0.010920
5	COMMODITY CODE: 405-09-00-043214 FUEL-DIESEL-ULTRA-LOW SULFUR - DYED - PURCHASE VOLUME OF 0-999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.254110
6	COMMODITY CODE: 405-09-00-043214 FUEL-DIESEL-ULTRA-LOW SULFUR DYED - PURCHASE VOLUME OF 1000-2499 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.118330
7	COMMODITY CODE: 405-09-00-043214 FUEL-DIESEL-ULTRA-LOW SULFUR DYED -	0.000	GAL	COST PLUS	\$ 0.051370

PRICE SHEET		TERM CONTRACT AWARD			
		CONTRACT NO: MA-IS-1640101-22			Page 2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
8	PURCHASE VOLUME OF 2500-4999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED. COMMODITY CODE: 405-09-00-043214	0.000	GAL	COST PLUS	\$ 0.007760
9	FUEL-DIESEL-ULTRA-LOW SULFUR DYED - PURCHASE VOLUME OF 5000 + GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED. COMMODITY CODE: 405-09-00-002669	0.000	GAL	COST PLUS	\$ 0.950000
10	FUEL FURNISHED IN DRUMS: FOR PRODUCT FURNISHED IN 55 GALLON DRUMS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED. COMMODITY CODE: 100-67-00-014204 DRUM DEPOSIT - DIESEL NOT RETURNABLE FOR FULL CREDIT	0.000	EA	ITEM	\$ 98.000000
11	COMMODITY CODE: 405-15-00-002665 GASOLINE REGULAR UNLEADED - PURCHASE VOLUME OF 0 - 999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.145180
12	COMMODITY CODE: 405-15-00-002665 GASOLINE REGULAR UNLEADED - PURCHASE VOLUME OF 1000-2499 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.076220
13	COMMODITY CODE: 405-15-00-002665 GASOLINE REGULAR UNLEADED - PURCHASE VOLUME OF 2500-4999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ -0.047490
14	COMMODITY CODE: 405-15-00-002665 GASOLINE REGULAR UNLEADED - PURCHASE VOLUME OF 5000 + GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ -0.097060
15	COMMODITY CODE: 405-15-00-043560 GASOLINE MID GRADE - 0 - 999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.177470
16	COMMODITY CODE: 405-15-00-043560 GASOLINE MID GRADE - PURCHASE VOLUME OF 1000 - 2499 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.150070
17	COMMODITY CODE: 405-15-00-043560 GASOLINE MID GRADE - PURCHASE VOLUME OF 2500 - 4999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.024020

PRICE SHEET		TERM CONTRACT AWARD			
		CONTRACT NO: MA-IS-1640101-22			Page 3
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
18	COMMODITY CODE: 405-15-00-043560  GASOLINE MID GRADE - PURCHASE VOLUME OF 5000 + GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL		
19	COMMODITY CODE: 405-15-00-002664  GASOLINE PREMIUM UNLEADED - PURCHASE VOLUME OF 0 - 999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.200440
20	COMMODITY CODE: 405-15-00-002664  GASOLINE PREMIUM UNLEADED - PURCHASE VOLUME OF 1000 - 2499 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.166700
21	COMMODITY CODE: 405-15-00-002664  GASOLINE PREMIUM UNLEADED - PURCHASE VOLUME OF 2500 - 4999 GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.044020
22	COMMODITY CODE: 405-15-00-002664  GASOLINE PREMIUM UNLEADED - PURCHASE VOLUME OF 5000 + GALLONS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ -0.023330
23	COMMODITY CODE: 405-09-00-002669  FUEL UNLEADED FURNISHED IN DRUMS: FOR PRODUCT FURNISHED IN 55 GALLON DRUMS - PER LOCATION SHEETS AND SPECIFICATIONS ATTACHED.	0.000	GAL	COST PLUS	\$ 0.950000
24	COMMODITY CODE: 100-67-00-014204  DRUM DEPOSIT - GASOLINE  NOT RETURNABLE FOR FULL CREDIT	0.000	EA	ITEM	\$ 98.000000
25	COMMODITY CODE: 405-09-00-002667  CALIFORNIA AIR RESOURCES BOARD FEE - DIESEL - COST PER GALLON - IMPLEMENTING AB32 - 2017  EFFECTIVE 12/01/16	0.000	EA	ITEM	\$ 0.001520
26	COMMODITY CODE: 405-09-00-002667  THE CALIFORNIA AIR RESOURCES BOARD FEE - DIESEL - COST PER GALLON - AB32 - 2018  EFFECTIVE 2/1/18	0.000	EA	ITEM	\$ 0.002028
27	COMMODITY CODE: 405-09-00-002667  STATE EXCISE TAX - DIESEL - COST PER GALLON  EFFECTIVE 11/1/17	0.000	EA	ITEM	\$ 0.360000

PRICE SHEET		TERM CONTRACT AWARD			
		CONTRACT NO: MA-IS-1640101-22			Page 4
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
28	COMMODITY CODE: 405-15-00-002665  THE CALIFORNIA AIR RESOURCES BOARD FEE - GASOLINE - IMPLEMENTING AB32 - 2018 - COST PER GALLON  Effective 2/1/18	0.000	EA	ITEM	\$ 0.001708
29	COMMODITY CODE: 405-15-00-002665  CALIFORNIA AIR RESOURCES BOARD FEE - GASOLINE - COST PER GALLON IMPLEMENTING AB32 - 2017  EFFECTIVE 12/01/16	0.000	EA	ITEM	\$ 0.001280
30	COMMODITY CODE: 405-15-00-002665  STATE EXCISE TAX - GASOLINE - COST PER GALLON  EFFECTIVE 07/01/2019	0.000	EA	ITEM	\$ 0.473000
31	COMMODITY CODE: 405-09-00-002667  CAR COST - CAP & TRADE - DIESEL	0.000		DISCOUNT	0.0000 %
32	COMMODITY CODE: 405-15-00-002665  CAR COST - CAP & TRADE - GASOLINE	0.000		DISCOUNT	0.0000 %
33	COMMODITY CODE: 405-15-00-002665  LCFS GASOLINE -LOW CARBON FUEL STANDARD - COMPLIANCE RECOVERY FEE EFFECTIVE 1/1/16	0.000		DISCOUNT	0.0000 %
34	COMMODITY CODE: 405-15-00-002665  LCFS DIESEL - LOW CARBON FUEL STANDARD - COMPLIANCE RECOVERY FEE EFFECTIVE 1/1/16	0.000		DISCOUNT	0.0000 %
35	COMMODITY CODE: 405-09-00-002667  THE CALIFORNIA AIR RESOURCES BOARD FEE - DIESEL - COST PER GALLON - IMPLEMENTING AB32 2017/2018  2017 - 0.001518 2018 - 0.002028	0.000	EA	ITEM	\$ 0.003546
36	COMMODITY CODE: 405-09-00-002667  THE CALIFORNIA AIR RESOURCES BOARD FEE - GASOLINE - COST PER GALLON - IMPLEMENTING AB32 2017/2018  2017 - 0.001278 2018 - .001708	0.000	EA	ITEM	\$ 0.002986
37	COMMODITY CODE: 405-15-00-002665  CALIFORNIA AIR RESOURCES BOARD FEE - DIESEL - COST PER GALLON IMPLEMENTING AB32 - 2018/2019  EFFECTIVE 2/1/19	0.000	EA	ITEM	\$ 0.004610

PRICE SHEET		TERM CONTRACT AWARD			
		CONTRACT NO: MA-IS-1640101-22			Page 5
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
38	2018 - 0.002028 2019 - 0.002582  COMMODITY CODE: 405-15-00-002665  CALIFORNIA AIR RESOURCES BOARD FEE - GASOLINE - COST PER GALLON IMPLEMENTING AB32 - 2018/2019  EFFECTIVE 2/1/19.	0.000	EA	ITEM	\$ 0.003750
39	2018 - 0.001708 2019 - 0.002042  COMMODITY CODE: 405-09-00-002667  STATE EXCISE TAX - DIESEL - COST PER GALLON  EFFECTIVE 7/1/20	0.000	EA	ITEM	\$ 0.385000
40	2018 - 0.001708 2019 - 0.002042  COMMODITY CODE: 405-15-00-002665  STATE EXCISE TAX - GASOLINE - COST PER GALLON  EFFECTIVE 7/1/20	0.000	EA	ITEM	\$ 0.505000
41	2018 - 0.001708 2019 - 0.002042  COMMODITY CODE: 405-09-00-002667  FEDERAL OIL SPILL LIABILITY TAX - DIESEL - COST PER GALLON  EFFECTIVE 01/01/2020	0.000	EA	ITEM	\$ 0.002143
42	2018 - 0.001708 2019 - 0.002042  COMMODITY CODE: 405-15-00-002665  FEDERAL OIL SPILL LIABILITY TAX - GASOLINE - COST PER GALLON  EFFECTIVE 01/01/2020	0.000	EA	ITEM	\$ 0.001929
43	2018 - 0.001708 2019 - 0.002042  COMMODITY CODE: 405-15-00-002665  FEDERAL LEAKING UNDERGROUND STORAGE TANK (LUST) TAX  FED LUST GAS  FOR BOTH GAS AND DIESEL  EFFECTIVE 01/01/2020	0.000	EA	ITEM	\$ 0.001000

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page 6

AMENDMENT 21

TEMPORARY SIX MONTH EXTENSION. AGREEMENT WILL EXPIRE ON 04/30/2021.

ALL REMAINING PRICES AND TERM & CONDITIONS TO REMAIN THE SAME.

-----

AMENDMENT 20

UPDATED STATE GAS AND DIESEL EXCISE TAX (LINE 39 AND 40). NEW PRICING IS EFFECTIVE BEGINNING 7/1/2020.

ALL REMAINING PRICES AND TERM & CONDITIONS TO REMAIN THE SAME.

-----

AMENDMENT 19

THIS AMENDMENT IS ISSUED TO ADD LINE 43 TO REFLECT THE FEDERAL LEAKING UNDERGROUND STORANG TANK (LUST) TAX EFFECTIVE JANUARY 1,2020.

ALL REMAINING PRICES AND TERM & CONDITIONS TO REMAIN THE SAME.

AMENDMENT 18

THIS AMENDMENT IS ISSUED TO ADD LINES 41 & 42 TO REFLECT THE FEDERAL OIL SPILL LIABILITY TAX EFFECTIVE JANUARY 1,2020.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 17

THIS AMENDMENT IS ISSUED TO EXTEND THE AGREEMENT FOR AN ADDITIONAL 12 MONTHS THROUGH 10/31/20. ALSO TO CHANGE CONTACT PERSON FROM ROBERT PHAIR TO PATRICIA GARCIA 562-272-4226 OFFICE OR FOR AFTER HOURS CELL 562-665-7186 OR 562-665-7189 AFTER HOURS.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 16

THIS AMENDMENT IS ISSUED TO MODIFY LINE 30 TO REFLECT THE EXCISE TAX EFFECTIVE JULY 1,2019.

AMENDMENT 15

THIS AMENDMENT IS ISSUED TO MODIFY LINES 35 THROUGH 38 TO REFLECT THE AB32 FEES. THESE LINES COMBINE TWO YEARS OF AB32 FEE INTO ONE LINE TO MIRROR THE AB32 FEE ON FALCON'S INVOICE. 2018/2019 AB32 FEE IS EFFECTIVE 2/1/19. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 14

THIS AMENDMENT IS ISSUED TO EXTEND THE AGREEMENT FOR AN ADDITIONAL 12 MONTHS THROUGH 10/31/19. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 13

THIS AMENDMENT IS ISSUED TO MODIFY LINES 26 & 28 TO REFLECT THE NEW 2018 AB32 FEE EFFECTIVE 2/1/18 FOR DIESEL & GASOLINE RESPECTIVELY. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 12

THIS AMENDMENT IS ISSUED TO MODIFY LINES 1 THROUGH 10 TO REFLECT THE NEW DIESEL SALES TAX RATE EFFECTIVE 11/1/17 IMPACTING ONLY DIESEL. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page 7

AMENDMENT 11  
THIS AMENDMENT IS ISSUED TO MODIFY LINE 27 AND LINE 40 TO REFLECT THE NEW DIESEL AND GASOLINE EXCISE TAX RATE EFFECTIVE 11/1/17 AND TO MODIFY LINE 30 AND LINE 39 TO ADD THE EXPIRATION DATE OF 10/31/17. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 10  
THIS AMENDMENT IS ISSUED TO MODIFY LINE 30 TO REFLECT THE NEW EXCISE TAX RATE EFFECTIVE 7/1/17 AND TO MODIFY LINE 40 TO ADD THE EXPIRATION DATE OF 6/30/17. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 9  
THIS AMENDMENT IS ISSUED TO CHANGE LINES 25 AND 29 TO THE AB32 FEES FOR 2017 EFFECTIVE 12/1/16. THESE LINES REPLACE LINES 36 & 38 WHICH EXPIRE ON 11/30/16. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 8  
THIS AMENDMENT IS ISSUED TO ADD LINES 39 THROUGH 40 FOR CHANGES IN STATE EXCISE TAXES EFFECTIVE 7/1/16. THESE LINES REPLACE LINES 27 & 30 WHICH EXPIRE ON 6/30/16. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 7  
THIS AMENDMENT IS ISSUED TO CORRECT THE PRICING ON LINES 35 THROUGH 38 FOR AB32 FEES EFFECTIVE 1/1/16 DUE TO ERROR IN PREPARATION AND TO ROUND TO FIVE DECIMAL PLACES PER EMAIL REQUEST FROM MICHELE BLANCHETTE DATED 1/25/16. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 6  
THIS AMENDMENT IS ISSUED TO ADD LINES 35 THROUGH 38 FOR AB32 FEES EFFECTIVE 1/1/16. THESE LINES REPLACE LINES 25, 26, 28 & 29. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 5  
THIS AMENDMENT IS ISSUED TO ADD LINES 33 & 34 FOR THE LOW CARBON FUEL STANDARD (LCFS) COMPLIANCE RECOVERY FEE EFFECTIVE 1/1/16. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 4  
IS ISSUED TO ADD THE MODIFY THE PAYMENT TERMS PARAGRAPH ON PAGE 13 TO DISPLAY THE CASH DISCOUNT OF \$0.0361 PER GALLON 30 DAYS - NET 31. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 3  
"COST PER GALLON" ADDED TO LINES 25-30 DUE TO ERROR IN PREPARATION. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 2:  
ADDING COMMODITY LINES 25 THROUGH 32 FOR STATE EXCISE TAX, AB32 FEES AND CAR COST. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 1:  
ATTACHED VENDOR DISASTER PLANS, DELIVERY INTERNAL CONTROL PLAN, REMEDIATION PROCEDURES AND DEPARTMENT INSTRUCTIONS FOR FUEL CONTAMINATION.

UTILIZATION RECAPITULATION REPORT: 120 DAYS PRIOR TO TERMINATION OF AGREEMENT VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD BE FURNISHED.

ALL PACKAGES OF HAZARDOUS MATERIALS MUST BE CLEARLY MARKED WITH

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page 8

THE PROPER SHIPPING NAME AND IDENTIFICATION NUMBER AS REQUIRED BY DEPARTMENT OF TRANSPORTATION TITLE 49, SECTION 172.301.

VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES.

PRODUCTS SPECIFIED HEREIN ARE TO BE SUPPLIED WITHOUT SUBSTITUTION OF MATERIAL OR STYLE. COSTS INCURRED BY THE COUNTY OF LOS ANGELES FOR INTERNAL ACTIVITIES REQUIRED TO RECALL AND REPLACE AN UNAUTHORIZED SUBSTITUTE WILL BE DOCUMENTED AND APPLIED TO THE ACCOUNT OF THE SUPPLIER.

**SUBSTITUTION:**  
 IN THE EVENT VENDOR IS UNABLE TO FURNISH BRAND AS SPECIFIED, AND AN EMERGENCY ARISES, IT IS UNDERSTOOD THAT VENDOR WILL MAKE SUBSTITUTION ON AN EQUIVALENT BRAND, SUBJECT TO ACCEPTANCE BY THE COUNTY, AT NO INCREASE IN COST TO THE COUNTY.

**INSURANCE COVERAGE REQUIREMENTS:**  
 GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:  
 GENERAL AGGREGATE: \$2 MILLION  
 PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$2 MILLION  
 PERSONAL AND ADVERTISING INJURY: \$1 MILLION  
 EACH OCCURRENCE: \$1 MILLION

AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL "OWNED", "HIRED" AND "NON-OWNED" VEHICLES, OR COVERAGE FOR "ANY AUTO".

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.

IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:  
 EACH ACCIDENT: \$1 MILLION  
 DISEASE - POLICY LIMIT: \$1 MILLION  
 DISEASE - EACH EMPLOYEE: \$1 MILLION

PROFESSIONAL LIABILITY: INSURANCE COVERING LIABILITY ARISING FROM ANY ERROR, OMISSION, NEGLIGENT OR WRONGFUL ACT OF THE CONTRACTOR, ITS OFFICERS OR EMPLOYEES WITH LIMITS OF NOT LESS THAN \$1 MILLION PER OCCURRENCE AND \$3 MILLION AGGREGATE. THE COVERAGE ALSO SHALL PROVIDE AN EXTENDED TWO YEAR REPORTING PERIOD COMMENCING UPON TERMINATION OR CANCELLATION OF THIS AGREEMENT.

PROPERTY COVERAGE: SUCH INSURANCE SHALL BE ENDORSED NAMING THE COUNTY OF LOS ANGELES AS LOSS PAYEE, PROVIDE DEDUCTIBLES OF NO GREATER THAN 5% OF THE PROPERTY VALUE, AND SHALL INCLUDE:  
 PERSONAL PROPERTY: AUTOMOBILES AND MOBILE EQUIPMENT - SPECIAL FORM ("ALL RISK") COVERAGE FOR THE ACTUAL CASH VALUE OF COUNTY-OWNED OR LEASED PROPERTY.  
 REAL PROPERTY AND ALL OTHER PERSONAL PROPERTY - SPECIAL FORM ("ALL RISK") COVERAGE FOR THE FULL REPLACEMENT VALUE OF COUNTY-OWNED OR LEASED PROPERTY.

LIQUIDATED DAMAGES

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page 9

ALL TIME LIMITS STATED IN THE PURCHASE ORDER ARE OF THE ESSENCE. SHOULD THE DELIVERY NOT BE COMPLETED ON OR BEFORE THE TIME STIPULATED, IT IS MUTUALLY AGREED BY AND BETWEEN THE SUCCESSFUL BIDDER AND THE COUNTY OF LOS ANGELES THAT:  
 A DELAY IN DELIVERY WOULD SERIOUSLY AFFECT THE PUBLIC AND THE OPERATION OF THE LOS ANGELES COUNTY, THAT A REDUCTION IN THE UNIT PRICE OF \$250.00 PER CALENDAR DAY FOR EACH AND EVERY DAY FOR EACH UNIT WHICH EXCEEDS THE DELIVERY TIME SET FORTH IN THE PURCHASE ORDER IS THE NEAREST MEASURE OF DAMAGES FOR EACH DELAY THAT CAN BE FIXED AT THIS TIME, THEREFORE, THE COUNTY AND THE SUCCESSFUL BIDDER HEREBY ESTABLISH SAID REDUCTION IN THE UNIT PRICE OF \$250.00 PER CALENDAR DAY FOR EACH AND EVERY DAY OF DELAY FOR EACH UNIT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY OR FORFEITURE FOR THE BREACH OF AGREEMENT TO COMPLETE DELIVERY BY THE SUCCESSFUL BIDDER ON OR BEFORE THE TIME SPECIFIED IN THE PURCHASE ORDER.

LIQUIDATED DAMAGES SHALL NOT APPLY TO TIME ELAPSING BETWEEN DATE OF DELIVERY AND DATE OF NOTIFICATION TO THE SUCCESSFUL BIDDER OF REJECTION OF SUBSPECIFICATION MATERIAL.

THE ABOVE CONDITIONS MAY BE INVOKED IF DELIVERIES EXCEED THE SPECIFIED TIME OR IF REPLACEMENT OF MATERIAL NOT MEETING SPECIFICATIONS EXCEEDS SPECIFIED TIME.

SHOULD THE SUCCESSFUL BIDDER BE OBSTRUCTED OR DELAYED IN THE WORK REQUIRED TO BE DONE HERewith BY CHANGES IN THE WORK OR BY ANY DEFAULT, ACT, OR OMISSION OF THE COUNTY, OR BY STRIKES, FIRES, ACTS OF GOD, OR BY THE INABILITY TO OBTAIN MATERIALS, EQUIPMENT, OR LABOR DUE TO FEDERAL GOVERNMENT RESTRICTIONS ARISING OUT OF THE DEFENSE OR WAR PROGRAM, THEN THE TIME OF COMPLETION SHALL BE EXTENDED FOR SUCH PERIODS AS MAY BE AGREED UPON BY COUNTY AND THE SUCCESSFUL BIDDER.

IF THERE IS INSUFFICIENT TIME TO GRANT EXTENSIONS PRIOR TO COMPLETION DATE OF THE CONTRACT, THE COUNTY MAY, AT THE TIME OF ACCEPTANCE OF THE WORK, WAIVE LIQUIDATED DAMAGES WHICH MAY HAVE ACCRUED FOR FAILURE TO COMPLETE THE WORK ON TIME DUE TO ANY OF THE ABOVE, AFTER HEARING EVIDENCE AS TO THE REASONS FOR SUCH DELAY AND MAKING A FINDING AS TO THE CAUSE OF SAME.

IN THE EVENT THAT THE SUCCESSFUL BIDDER IS ON STRIKE AT THE TIME OF THE AWARD OF THE BID, THE COUNTY RESERVES THE OPTION TO ACCEPT THE FIRST ACCEPTABLE BID FROM A MANUFACTURER THAT IS NOT ON STRIKE.

**CANCELLATION:**

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT, UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL AGREEMENT AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON 90 DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST THE AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

FURNISHED AS NEEDED FROM 11/1/15 THROUGH 10/31/18 RENEWABLE FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT. THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

**F.O.B. DELIVERED.**

FREIGHT PREPAID AND ALLOWED

VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)

COUNTY: TAKES AT DESTINATION

IF PRICES DECLINE, OR SHOULD VENDOR AT ANY TIME DURING THE LIFE OF SAID AGREEMENT SELL THE SAME MATERIALS OR SERVICE UNDER SIMILAR QUANTITY AND DELIVERY CONDITIONS TO THE STATE OF CALIFORNIA, OR ANY

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page <b>10</b>

COUNTY, MUNICIPALITY OR LEGAL DISTRICT OF THE STATE OF CALIFORNIA AT PRICES BELOW THOSE QUOTED HEREIN, SUCH LOWER PRICES SHALL BE IMMEDIATELY EXTENDED TO THE COUNTY OF LOS ANGELES.

MATERIAL MUST MEET SPECIFICATION. IN CASE YOU OFFER SUB-SPECIFICATION DELIVERIES, SAME WILL BE REJECTED AND COST OF ANALYSIS AND LOSS OR DAMAGE TO THE COUNTY WILL BE FOR YOUR ACCOUNT.

MUST MEET OPERATING REQUIREMENTS OF USING DEPARTMENT.

ORDERING

REQUIREMENTS LISTED HEREIN ARE AVAILABLE LOCALLY FOR SMALL QUANTITY

CONTACT FOR:

TECHNICAL ASSISTANCE: NAME: Carol Chavez

TELEPHONE: 562-665-7189

FAX NUMBER: 562-272-4232

E-MAIL ADDRESS: [marketing@falconfuelsinc.com](mailto:marketing@falconfuelsinc.com)

PLACING ORDERS: Stephanie Villalobos

TELEPHONE 562-272-4226 ext: 21

FAX NUMBER: 562-272-4232

E-MAIL ADDRESS: [Dispatch@falconfuelsinc.com](mailto:Dispatch@falconfuelsinc.com)

PARTICIPATING PUBLIC AGENCIES

VENDOR MAY ALLOW OTHER GOVERNMENTAL ENTITIES, INCLUDING BUT NOT LIMITED TO: STATES, COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) TO PURCHASE PRODUCTS OR SERVICES FROM ANY AGREEMENT RESULTING FROM THIS SOLICITATION ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.

THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF ANY BIDDER/PROPOSER THAT MAY BE AWARDED ANY AGREEMENT RESULTING FROM THIS SOLICITATION. PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER ANY AGREEMENT RESULTING FROM THIS SOLICITATION. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.

THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND BIDDER/PROPOSER THAT MAY BE AWARDED ANY AGREEMENT RESULTING FROM THIS SOLICITATION ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR AWARDED BIDDER/PROPOSER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.

THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER ANY AGREEMENT RESULTING FROM THIS SOLICITATION.

INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF.

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page <b>11</b>

INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.

PAYMENT TERMS: PAYMENT TERMS ARE \$0.0361 PER GALLON 30 DAYS - NET 31 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS HEREIN. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH HEREIN.

ADDITIONS AND DELETIONS:  
THE COUNTY RESERVES THE RIGHT TO ADD AND DELETE LOCATIONS AS NEEDED OR WHEN NO LONGER REQUIRED.

THE COUNTY OF LOS ANGELES SHALL NOT BE HELD LIABLE FOR ANY EXPENSE OR DAMAGE IN CONNECTION WITH THE ABOVE MATERIAL PRIOR TO DELIVERY AND ACCEPTANCE BY AN AUTHORIZED REPRESENTATIVE OF THE AGENCY INVOLVED AT POINT OF DELIVERY. ALL NECESSARY PRECAUTIONS TO BE TAKEN WHEN UNLOADING MATERIAL ON COUNTY OF LOS ANGELES PREMISES.

SPILLAGE:  
THE VENDOR SHALL BE HELD LIABLE FOR ANY DAMAGE OR CITATIONS WHICH MAY BE INCURRED AS A RESULT OF ANY SPILLS. IN ADDITION, THE COUNTY RESERVES THE RIGHT TO CANCEL THE AGREEMENT OF ANY VENDOR OR CARRIER WHO, NOTWITHSTANDING COMPLIANCE WITH THE PROCEDURES SET FORTH HEREIN, DELIVERED IN A NEGLIGENT OR CARELESS MANNER OR WHO, UNDER ANY CIRCUMSTANCES CAUSES A SPILL WHILE DELIVERING.

IT IS THE RESPONSIBILITY OF THE VENDOR TO HAVE THE DELIVERING DRIVER STICK EACH TANK WITH A FUEL TANK GAUGE STICK. THERE READINGS SHALL BE TAKEN PRIOR TO UNLOADING FUEL AND AFTER UNLOADING FUEL AND WILL BE RECORDED ON THE DELIVERY RECEIPTS. EACH DELIVERY TRUCK MUST BE EQUIPPED WITH A STICK. DELIVERY TICKETS ARE TO BE SIGNED AT TIME AND PLACE OF DELIVERY. ONE COPY OF EACH DELIVERY TICKET IS TO BE MAILED TO THE APPROPRIATE LOCATION.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, VENDOR SHALL HAVE TITLE TO AND BEAR RISK OF ANY LOSS OR DAMAGE TO THE ITEMS PURCHASED HEREUNDER UNTIL THEY ARE DELIVERED IN CONFORMITY WITH ANY AGREEMENT AT THE F.O.B. POINT SPECIFIED HEREIN AND UPON SUCH DELIVERY TITLE SHALL CEASE, EXCEPT FOR LOSS OR DAMAGE RESULTING FROM VENDOR'S NEGLIGENCE. PASSING OF TITLE UPON SUCH DELIVERY SHALL NOT CONSTITUTE ACCEPTANCE OF THE ITEM BY THE COUNTY.

THE COUNTY OF LOS ANGELES WILL FURNISH PURCHASE ORDER NUMBER FOR COUNTY LOCATIONS BEFORE ANY DELIVERIES CAN BE MADE. NO DELIVERIES ARE TO BE MADE WITHOUT A PURCHASE ORDER NUMBER BEING FIRST ESTABLISHED.

PRICING IS TO BE BASED ON OIL PRICE INFORMATION SERVICE "OPIS" PUBLISHED WEEKLY BY UNITED COMMUNICATIONS GROUP USING THE AVERAGE LOS ANGELES RACK/TERMINAL POSTED PRICE PER GALLON PLUS ALL APPLICABLE STATE AND FEDERAL TAXES, AND ADJUSTED AS FOLLOWS:

THE PRICING METHODOLOGY FOR THIS CONTRACT SHALL BE THE SUM OF THE DISCOUNT (-) OR MARK UP (+) RATE, AND AVERAGE PRICE LISTED IN THE WEEKLY "RACK" AVERAGE FOR LOS ANGELES AS PUBLISHED BY THE OIL PRICE INFORMATION SERVICE (OPIS) - THE AVERAGE RACK PRICE COMES OUT ON THURSDAY AND WILL BE EFFECTIVE FOR THE ENTIRE FOLLOWING WEEK. CALCULATIONS/PRICES ARE BASED ON THE DATE THAT THE FUEL IS "DELIVERED" NOT THE ORDER DATE. THE COUNTY PRICE IS THE PREVIOUS THURSDAY RACK AVERAGE PRICE PLUS OR MINUS A MARGIN BASED ON THE VOLUME OF DELIVERY. THE SAID

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page <b>12</b>

DISCOUNT (-) OR MARK UP + RATE SHALL REMAIN THE SAME DURING TERM OF THE AGREEMENT.

IF THE VENDOR IS ONLY ABLE TO DELIVER A "SHORT" LOAD, A VOLUME OF FUEL LESS THAN ORDERED BY THE COUNTY AGENCY WITHIN THE SPECIFIED DELIVERY PERIOD, THE ORDER, AND THE BALANCE OF THE ORDER SHALL BE BILLED AT THE QUANTITY PRICE POINT OF THE ORIGINAL ORDER. THE BALANCE OF THE DELIVERY SHALL BE RECEIVED WITHIN 48 HOURS OF THE FIRST DELIVERY. THERE SHALL BE NO ADDITIONAL CHARGE FOR THE SECOND DELIVERY.

THE REFINERY VENDOR WILL USE FOR DOCUMENTATION:

TESORO, CONOCO, VELERO, OR EQUAL

PURCHASE ORDERS:

THE COUNTY OF LOS ANGELES WILL FURNISH PURCHASE ORDER FOR COUNTY AND SPECIAL COUNTY DISTRICT LOCATIONS. NO DELIVERIES ARE TO BE MADE WITHOUT A PURCHASE ORDER NUMBER BEING FIRST ESTABLISHED. SCHOOL DISTRICTS WILL ISSUE THEIR OWN PURCHASE ORDERS.

INVOICES:

ALL INVOICES ARE TO BEAR THE FOLLOWING INFORMATION:

1. DELIVERY LOCATION
2. DELIVERY DATE
3. AMOUNT AND TYPLE OF FUEL

BRAND NAMES:

ALL FUEL DELIVERED ON THIS AGREEMENT SHALL BE THE REGULAR BRANDED GRADES NORMALLY SOLD TO THE PUBLIC THROUGH SERVICE STATIONS.

BRAND NAME OF FUEL:

DIESEL #2 - CLEAR: TESORO, CONOCO, VELERO OR EQUAL

ULTRA LOW SULFURTESORO, CONOCO, VELERO OR EQUAL

UNLEADED GASOLINE CLEAR: TESORO, CONOCO, VELERO OR EQUAL

DELIVERY:

FUEL, OF THE QUALITY STATED HEREIN, MUST BE DELIVERED WITHIN 24 HOURS AFTER NOTICE HAS BEEN GIVEN YOU TO START MAKING DELIVERIES. IN THE EVENT YOU FAIL TO DELIVER, EXCEPT IN CASES OF STRIKES, FLOODS, FIRES OR ACTS OF GOD THAT HAVE DIRECTLY AFFECTED YOUR BUSINESS; OR IF THE MATERIAL DELIVERED DOES NOT COMPLY WITH THE SPECIFICATIONS (QUALITY OF THE BRANDED GRADE) AND REPLACEMENT IS NOT MADE WITHIN A REASONABLE TIME, THE COUNTY OF LOS ANGELES SHALL HAVE THE OPTION TO PURCHASE ON THE OPEN MARKET AT PREVAILING PRICES AND YOU WILL BE LIABLE TO THE COUNTY OF LOS ANGELES FOR ANY EXCESS PRICE PAID FOR SUCH PURCHASE OVER THE PRICE QUOTED BY YOU.

NOTE: DELIVERY TRUCK MUST BE CAPABLE OF PUMPING INTO STORAGE.

ALL DELIVERIES UNDER 5,000 GALLONS SHALL BE MADE IN METERED TRUCKS. TEMPERATURE CORRECTION ADJUSTMENTS TO 60 DEGREES FAHRENHEIT SHALL BE MADE.

UPON DELIVERY OF FUEL TO THE LOCATION, DRIVERS SHALL BE REQUIRED TO "STICK" THE TANK TO INSURE ADEQUATE STORAGE CAPACITY TO ACCEPT THE ENTIRE SHIPMENT WITHOUT SPILLAGE. THE VENDOR SHALL BE HELD LIABLE FOR ANY DAMAGE OR CITATION WHICH MAY BE INCURRED AS A RESULT OF FUEL SPILLAGE OCCURRING THROUGH ITS EMPLOYEES NEGLIGENCE.

VENDOR SHALL HAVE SUFFICIENT FUEL AVAILABILITY TO ASSURE THE CONTINOUS AND

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page <b>13</b>

UNINTERRUPTED SUPPLY OF PRODUCT DURING THE CONTRACT PERIOD. THE VENDOR MAY BE REQUIRED TO FURNISH INFORMATION SUPPORTING HIS/HER ABILITY TO SUPPLY, WITHOUT INTERRUPTION, THE PRODUCTS COVERED IN THIS RFB. REPEATED FAILURE TO MEET DELIVERY REQUIREMENTS SHALL BE GROUNDS FOR TERMINATION OF THE CONTRACT.

NAME AND TELEPHONE NUMBER OF PERSON FOR PLACING TELEPHONE ORDERS:

NAME: Stephanie Villalobos

TELEPHONE: 562-272-4226

FAX: 562-272-4232

E-MAIL: dispatchfalconfuelsinc.com

NAME AND TELEPHONE NUMBER OF PERSON WHOM WE CONTACT FOR PLACING TELEPHONE ORDERS AFTER REGULAR BUSINESS HOURS AND ON WEEKENDS IF AN EMERGENCY SITUATION ARISES.

THERE SHALL BE NO ADDITIONAL CHARGES FOR EMERGENCY DELIVERIES

NAME: Carol Chavez

TELEPHONE: 562-272-4226

FAX: 562-272-4232

E-MAIL ADDRESS: marketing@falconfuelsinc.com

EMERGENCY CONTACT CELL NUMBER, AND HOME NUMBER:

NAME: Carol Chavez

COMPANY(S) TELEPHONE: 562-272-4226

CELL NUMBR: 562-665-7189

HOME TELEPHONE: 562-665-7189

COMPLIANCE WITH SCAQMD:

ADULTERATIONS/CONTAMINATION/HIGH SULFUR CONTENT:  
FUEL FURNISHED SHALL CONTAIN NO ADDITIVES OTHER THAN THOSE NORMAL BLENDED INTO THE PRODUCT BY THE REFINER DURING THE PRODUCTION PROCESS OF ITS STANDARD FIRST QUALITY FUELS.

DELIVERED FUELS FOUND TO CONTAIN SUCH ADDITIVES, CONTAMINATED, OR HIGH SULPHUR CONTENT ARE TO BE PUMPED FROM THE APPLICABLE TANKS (S) ALONG WITH PRE-EXISTING FUEL, AND REPLACED WITH FRESH PRODUCT. COST OF PUMPING AND REPLACEMENT OF ALL FUEL TO BE FOR VENDOR'S ACCOUNT.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page <b>14</b>

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

**PRICE GUARANTEE:** Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

**ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE:** County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

#### CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page <b>15</b>

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page 16

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

**ASSIGNMENT BY CONTRACTOR**

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)**

1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

2. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

**FEDERAL UNIFORM GUIDELINE CLAUSE**

By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1640101-22	Page <b>17</b>

COMPLIANCE WITH COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.