

ATTACHMENT 2

Ship To

General Services Department
3350 Civic Center Drive
Torrance, CA 90503

VENDOR NO. 3331

Vendor

MERRIMAC PETROLEUM INC. DBA MERRIMAC ENERGY GROUP
3738 BAYER AVE #204
LONG BEACH, CA 90808
Phone: (562) 420-6000
Fax: (562) 420-6005
EMail: mhazlrigg@merrimacenergy.com

Bill To

City Of Torrance
3031 Torrance Blvd.
Torrance, CA 90503
Phone: 310-618-5820 Fax: 310-618-5825
Accounts Payable
310-618-5848
3031 Torrance Blvd
Torrance, CA 90503

Purchase Order
No. 2019-00000522

DATE 03/05/2019

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, PACKAGES AND
CORRESPONDENCE

DELIVER BY 02/28/2022

SHIP VIA

FREIGHT TERMS Destination

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TORFLEET
TORFLEET G

REFERENCE # NEBPO

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
5,069,615.0000	Dollar	- Item - To Furnish various fuel as per Bid 2019-07 in its entirety on an as requested basis for the General Services Department, Fleet Services Warehouse Division.	1.0000	\$5,069,615.00
PURCHASE ORDER TOTAL				\$5,069,615.00

Special Instructions

NEBPO. Quoted by Mary Hazelrigg. Invoice Terms: Net 30. Term: 3/1/19-2/28/22. Total 3 year NEBPO not to exceed \$5,069,615.00. Total combined 3-year NTE for General Services, Transit and Fire \$6,000,000.00. (B2019-07). Council approved 2/26/19 item 9G.

By: _____

Buyer: Senior Buyer

See Attached Specifications, Comments, Terms And Conditions Which Are A Part Of This Order

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Specifications, Comments, Terms and Conditions

(Continued from page 1)

Reference Purchase Order No. 2019-00000522

Quoted By: Mary Hazelrigg

Invoice Terms: Net 30 **Vendor offers 1 (one) cent per gallon discount if paid within 10 days from delivery date.**

Furnish various fuel as per Bid B2019-07 in its entirety on an as requested basis for the General Services Department, Fleet Services Warehouse Division.

Term: 3/1/2019 through 2/28/12022 (Three Years)

Vendor has agreed to a 4th and 5th year renewal with price, terms and conditions unchanged from year 3.

Following are the items and prices covered by this Purchase Order:

Bid Item #	Brand	Price + or - OPIS
1	CARB 87 Octane NL Unleaded Gasoline – Bulk Deliveries	Yr 1 minus \$.1509 Yr 2 minus \$.1509 Yr 3 minus \$.1509
2A	CARB Ultra Low Sulfur Diesel (Clear) – Bulk Deliveries	Yr 1 minus \$.0299 Yr 2 minus \$.0299 Yr 3 minus \$.0299
3A	CARB Ultra Low Sulfur Diesel (Clear) – Non-Bulk Deliveries	Yr 1 minus \$.0290 Yr 2 minus \$.0290 Yr 3 minus \$.0290
2B	CARB Renewable Diesel - Bulk Deliveries	Yr 1 plus \$.0491 Yr 2 plus \$.0491 Yr 3 plus \$.0491
3B	CARB Renewable Diesel Non-Bulk Deliveries	Yr 1 plus \$.0290 Yr 2 plus \$.0290 Yr 3 plus \$.0290

Prices are to remain firm for the first year based on the vendor's bid submittal for the first year.

Prices are to remain firm for the second year based on the vendor's bid submittal for the second year.

Prices are to remain firm for the third year based on the vendor's bid submittal for the third year.

Total 3-year contract expenditure authorization (including sales tax) not to exceed:

\$5,069,615.00

This Purchase Order is part of a group of 3 Purchase Orders as follows:

PO 2019-522 for the General Services Department, Fleet Services Warehouse - Not to exceed \$5,076,800.00

PO 2019-523 for the Fire Department - Not to exceed \$186,077.00

PO 2019-525 for the Transit Department - Not to exceed \$744,308.00

Total expenditure for all three (3) user departments not to exceed \$6,000,000.00 as per City Council Approval 2/26/2019, Item 9G.

City of Torrance Tax ID #95-6000803.

Orders will be placed against this Purchase Order on an as requested basis. Each time a delivery of specific items or service is requested, you will be contacted by the requesting department/division.

No items are to be shipped or services performed prior to authorization from the requesting department/division. Unauthorized shipments will be returned to the vendor at no cost to the City.

The order date (the date that a purchase was made against this Purchase Order) must appear on the invoice.

To expedite payment, the Purchase Order number must appear on all invoices, shipping documents and packages.

Payment(s) will be made upon acceptance of goods and services received and upon receipt of correct billing.

Inside Delivery is required. It is the responsibility of the vendor to provide all equipment and labor necessary to unload the shipment as directed by the City of Torrance. The City may refuse shipment if delivery does not comply with this

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requirement. All deliveries of such items to be furnished must be made to job sites, warehouses and locations as specified on the Order.

You are not to release any goods or services beyond what is listed in this PO. Goods and/or services issued by the vendor against the PO that exceed the dollar amount shown on the PO will not be considered an obligation for the City of Torrance. Requests for additional items and/or services are only authorized if they are requested in the form of a Change Order issued by the Purchasing Division of the City of Torrance.

Quantities listed (or PO not to exceed amount) are anticipated based upon historical usage. The City shall not be held responsible for the exact amounts used during the PO period.

If you have any questions about this Purchase Order, please feel free to contact the Purchasing Division at 310/618-5820. For questions about individual orders placed against this PO, please contact Kasey Green of the General Services Department, Fleet Services Warehouse Division, phone #310/618-6236.

PURCHASE ORDER TERMS AND CONDITIONS

(For Commodities with Services)

DEFINITIONS: The following meanings are attached to the following defined words when used in these terms and conditions and the purchase order. The word "City" means the City of Torrance, California. The word "Vendor" or "Contractor" means the person, firm, or corporation providing goods or services to the City.

The word "purchase order" means the contract, purchase order or blanket purchase order issued to the vendor by the City.

GOODS: The term "Goods" means the products, goods or other commodities purchased pursuant to the Purchase Order.

DESCRIPTION OF GOODS: The Vendor must produce and deliver the Goods in accordance with the specifications, and the shipping and quantity schedule set forth on the first page of the Purchase Order.

SUBSTITUTION: No substitution of Goods ordered will be made unless authorized by the Purchasing Division.

DELIVERY DATE: The Goods must be shipped and must arrive at the destination specified by the CITY in strict compliance with the shipping and quantity schedule set forth on the first page of this Purchase Order. Any failure by the Vendor to meet the Required Delivery Date (set forth on the first page of this Purchase Order) will constitute a material default. The Vendor must notify the CITY immediately if the Vendor reasonably believes that the Vendor will not be able to meet said Required Delivery Date for any reason. In addition, the Vendor must promptly provide the CITY with a schedule that the Vendor reasonably believes it will be able to meet.

CANCELLATION: The CITY reserves the right to cancel any portion of this order with respect to Goods not delivered on or before the Required Delivery Date.

DELIVERY RISK OF LOSS: All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods will remain with the Vendor until the Goods have been delivered to and accepted by the CITY. All Goods will be received by the CITY subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The CITY will be allowed a reasonable period of time to inspect the Goods and to notify the Vendor of any nonconformance with the terms and conditions of this purchase order. The CITY may reject any Goods that do not conform to the terms and conditions of this purchase order; any Goods rejected may be returned to the Vendor at the Vendor's risk and expense. Further, where the CITY rightfully revokes acceptance, the CITY may, to the extent of any deficiency in its effective insurance coverage, treat the risk of loss as having rested on the Vendor from the date of the Vendor's acceptance of this purchase order.

INVOICES FOR GOODS: Two copies of the invoice must be mailed to the City of Torrance Finance Department not later than five (5) business days after shipment is made. Individual invoices must be issued for each shipment against each purchase order. Invoices must contain the purchase order number, description of Goods, unit price, quantities billed and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Order.

INVOICES FOR SERVICES: Two copies of invoices must be mailed to the City of Torrance Finance Department not later than the day after work is completed. Invoices must contain the purchase order number, scope of service, itemized prices and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Order.

To expedite payment, the PO number must appear on all invoices, shipping documents and packages.

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Payment(s) will be made upon verification and acceptance by the requesting department/division of items received or services performed and receipt of correct billing(s).

PACKING AND SHIPPING OF GOODS: Deliveries must be made as specified without charge for boxing, crating, or storage unless otherwise specified, and Goods must be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in a manner to assure against damage from weather or transportation. The CITY's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description and purchase order number must accompany each box or package shipment. The CITY's count or weight must be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the CITY must be shipped in separate boxes or containers for each destination, at no charge.

ACCEPTANCE OF PURCHASE AGREEMENT: This purchase order constitutes the CITY's offer to the Vendor and becomes a binding contract upon acceptance by the Vendor by commencement of performance. Any terms or conditions (including price and dates of performance) proposed by the Vendor in accepting the CITY's offer, which are inconsistent with or in addition to the terms and conditions set forth in this purchase order, will be void and of no effect unless and to the extent expressly accepted by the CITY in writing.

TAXES: The Vendor must separately state on all invoices any taxes imposed by the federal or state government applicable to furnishing of the Goods: provided, however where a tax exemption is available, the tax must be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes. Total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable to the CITY.

PRICES: The Vendor represents that prices quoted to or paid by the CITY will not exceed current prices charged to any other customer or the Vendor for items that are the same or substantially similar to the Goods, taking into account the quality under consideration, and the Vendor will forthwith refund any amounts paid by the CITY in excess of the price.

CASH DISCOUNTS: The date used as the basis for cash discounts calculation is the date the Goods are received and work is completed, or the date an acceptable invoice is received, whichever is later.

WARRANTY FOR GOODS: The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by the CITY, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the CITY. The Vendor's warranties, together with its service guarantees, must run to the CITY and its customers or users of the Goods and must not be deemed exclusive. The CITY's inspection, approval, acceptance, use of, or payment for all or any part of the Goods must in no way effect its warranty rights whether or not a breach of warranty had become evident at the time.

WARRANTY FOR SERVICE:

The Vendor warrants that:

1. The Vendor's performance of the services called for by this Purchase Order does not and must not violate or conflict with (1) any applicable law, rule, or regulation applicable to the Vendor, or (2) any contracts between the Vendor and any third parties: and
2. the services performed must be performed with professional diligence and skill: and
3. That in the event of a nonconformity or breach of any warranty, the Vendor must provide the services to the CITY necessary to correct or remedy any noncompliance or breach.

CHANGES FOR GOODS: The CITY has the right by written notice to change the quantity or specifications of the Goods ordered and the terms of, shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

CHANGES FOR SERVICE: The CITY has the right by written notice to change the nature or extent of the work covered by the purchase order, or the drawings and specifications related to the work, or to suspend the work. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change

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causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

TERMINATION OF PURCHASE AGREEMENT WITH RESPECT TO SERVICES:

A. Termination without Cause.

Either party may terminate this Purchase Order at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Vendor must immediately cease all work or services except as may be specifically approved by the CITY. The Vendor will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

If either party fails to perform any term, covenant or condition in this Purchase Order and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Purchase Order may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

In the event this Purchase Order is terminated for cause by the default of the Vendor, the CITY may, at the expense of the Vendor and its surety, complete this Purchase Order or cause it to be completed. Any check or bond delivered to the CITY in connection with this Purchase Order, and the money payable, will be forfeited to and remain the property of the CITY. All moneys due the Vendor under the terms of this Purchase Order will be retained by the CITY, but the retention will not release the Vendor and its surety from liability for the default. Under these circumstances, however, the Vendor and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Purchase Order Sum and any amount authorized for extra services.

Termination for cause will not affect or terminate any of the rights of the CITY as against the Vendor or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the Vendor or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or vendor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or for any other cause the CITY determines to be so serious and compelling as to affect the Vendor's responsibility as a public consultant or vendor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Purchase Order or to impose other sanctions (that may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until the Vendor has been given notice and an opportunity to present evidence in mitigation.

FORCE MAJEURE: If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of the cause for failure to perform.

RETENTION OF FUNDS: The Vendor authorizes the CITY to deduct from any amount payable to the Vendor (whether or not arising out of this Purchase Order) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of the Vendor's negligent acts or omissions or willful misconduct in performing or failing to perform the Vendor's obligations under this Purchase Order. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Vendor, or any indebtedness exists that appears to be the basis for a claim

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of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of the Vendor to insure, indemnify, and protect the CITY as elsewhere provided in this Purchase Order.

INDEPENDENT CONTRACTOR: The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

BUSINESS LICENSE: Prior to the award of a Purchase Order, you are required to have a City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

OTHER LICENSES AND PERMITS: The Vendor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Purchase Order.

FAMILIARITY WITH WORK: By executing this Purchase Order, the Vendor warrants that the Vendor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Purchase Order and (d) has the necessary skills and expertise and adequate staffing to perform such services. If the services involve work upon any site, the Vendor warrants that the Vendor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Purchase Order. Should the Vendor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Purchase Order, the Vendor must immediately inform the CITY of that fact and may not proceed except at the Vendor's risk until written instructions are received from the CITY.

CARE OF WORK: The Vendor must adopt reasonable methods and take reasonable steps during the life of the Purchase Order protect the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages. The Vendor will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS: The Vendor must keep and maintain accurate books and records at its principal place of business concerning the performance of services pursuant to this Purchase Order, including but not limited to records of accounts between the CITY and the Vendor, specifications and drawings relating to the services, and progress and inspection reports concerning the work performed. The CITY and/or its duly authorized representative (including independent certified public accountants), will have the right, during regular business hours to inspect the Vendor's books and records and to make copies of that information at the CITY's expense. The Vendor will maintain these records for three years after final payment.

INDEMNIFICATION WITH RESPECT TO GOODS: The Vendor assumes all responsibility for , and agrees to undertake, to protect, indemnify and hold the CITY, the City Council, each of its members, present and future, its officers, employees, and agents, harmless from any and all liabilities, losses, claims, suits, judgments and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorneys fees, arising out of or related to any of the Goods resulting from the Vendors breach of the terms of the Purchase Order (including the warranties contained herein), the Vendor's negligence, or allegations that such Goods are defective in manufacture or design.

INDEMNIFICATION WITH RESPECT TO SERVICES: The Vendor will indemnify, defend, and hold harmless the CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of the Vendor, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by the Vendor, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

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NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES: No officer or employee of the CITY will be personally liable to the Vendor, in the event of any default or breach by the CITY or for any amount that may become due to the Vendor.

INSURANCE:

- A. The Vendor must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:
 - (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate.
 - (3) Workers' Compensation with limits as required by the Labor Code of the State of California and Employers Liability with limits of at least \$1,000,000 per occurrence.
 - (4) If vendor/Contractor provides services with data exposure, custom software coding/development or cloud services, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 Aggregate.
- B. The insurance provided by the Vendor will be primary and non-contributory
- C. The CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. The Vendor must provide certificates of insurance and/or endorsements indicating appropriate coverage to the Purchasing Division of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.

SUFFICIENCY OF INSURERS AND SURETIES: Insurance or bonds required by this Purchase Order will be satisfactory only if issued by companies admitted to do business in California, rated "B" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Purchase Order creates an increased or decreased risk of loss to the CITY, the Vendor agrees that the minimum limits of the insurance policies and the performance bond required by this Purchase Order may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Vendor will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

CONFLICT OF INTEREST:

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Purchase Order, nor may any officer or employee participate in any decision relating to the Purchase Order that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

NOTICE:

- A. All notices, requests, demands, or other communications under this Purchase Order will be in writing. Notice will be sufficiently given for all purposes as follows:

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- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change.

PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING: This Purchase Order and all exhibits are binding on the heirs, successors, and assigns of the parties. The Purchase Order may not be assigned or subcontracted by either the CITY or the Vendor without the prior written consent of the other.

INTEGRATION AMENDMENT: This Purchase Order represents the entire understanding of the CITY and Vendor as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified or altered except in writing signed by both parties.

INTERPRETATION: The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.

SEVERABILITY: If any part of this Purchase Order is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Purchase Order will remain in full force and effect.

TIME OF ESSENCE: Time is of the essence in the performance of this Purchase Order.

GOVERNING LAW; JURISDICTION: This Purchase Order will be administered and interpreted under the laws of the State of California. The parties consent to the jurisdiction of the state and federal courts located in Los Angeles County, California for the resolution of all disputes arising under this Purchase Order, and the parties agree that jurisdiction and venue for proceedings will lie exclusively with these courts. Service of process in any proceeding (including service of process for the institution of a proceeding) may be made by certified mail, return receipt requested, directed to the respective party.

COMPLIANCE WITH STATUTES AND REGULATIONS: The Vendor will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

WAIVER OF BREACH: No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Purchase Order.

ATTORNEY'S FEES: In any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Purchase Order (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Purchase Order, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

ATTACHMENT 2

Bid No. B2019-07

Bid to Furnish the City of Torrance Fuel Requirement

SECTION III BID SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

You are required to bid each of the 3 years for each item you bid. You are not required to bid every item.

In accordance with your "Invitation to Bid", the following bid is submitted to the City of Torrance.

Bid Submitted by:

Merrimac Petroleum, Inc. dba Merrimac Energy Group

Name of Company

3738 Bayer Ave., Ste. 204

Street Address

Long Beach

City

CA 90808

State Zip Code

(562) 420-6000

Telephone Number

(562) 420-6005

Fax Number

Mary Hazelrigg - President

Printed Name/Title

mhazelrigg@merrimacenergy.net

E-Mail Address



Signature

1/30/2019

Date

Form of Business Organization: Please indicate the following (check one);

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____

Business History:

Years in business under your current name and form of business organization? 30+ Years

If less than three (3) years and your company was in business under a different name, what was that name?

ATTACHMENT 2

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Mary Hazelrigg
Printed Name
(562) 420-6000
Telephone

President
Title
mhazelrigg@merrimacenergy.net
E-Mail Address

Addenda Received: Please indicate addenda information you have received regarding this bid:

Addendum No.	Date Received
1	1/15/2019
2	1/30/2019
3	2/5/2019

Addendum No.	Date Received

☐ No Addenda received regarding this bid.

Payment Terms:

The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

What are your discounted invoice terms? 1 (one) cent per ☐ We do not have discounted terms.
gallon discount
if paid within 10 days
from delivery date.

Renewal Option:

Please state, if requested by the City, if your company would agree to add a fourth and fifth year to this contract with price, terms and conditions unchanged from year three.

☐ Yes, we would agree to a fourth year with price, terms and conditions unchanged from year three.

☒ Yes, we would agree to a fourth and fifth year with price, terms and conditions unchanged from year three.

☐ No, we would not be interested in renewing this contract.

ATTACHMENT 2

Contract Extension to Other Cities/Agencies:

Please state, if requested by the City, if your company would agree to extend the same price, terms and conditions to other Cities/Agencies.

☒ Yes, we would agree to extend the same price, terms and conditions.

☐ No, we would not agree to extend the same price, terms and conditions

Placing Orders: Please indicate the contact person and telephone number for placing orders:

Name: Mary Hazelrigg & Bruce Mainor & Evan Peters

Telephone No: (562) 420-6000 Fax No.: (562) 420-6005

Orders may be placed between the hours of 8:00 a.m. until 5:00 p.m., (City of Torrance Local Pacific Time) Monday through Friday.

If not Monday through Friday, please indicate which days: 24/7 hours - 365 days

ATTACHMENT 2

Taxes and Fees:

Please list the taxes and fees for each fuel and delivery type. If there are any fees or taxes that are not listed below, please indicate so in the space provided. Fees and taxes that are not listed in this bid will not be paid and may not be added/invoiced after award of bid to the successful bidder.

CARB 87 Octane NL Unleaded Gasoline (Bulk Deliveries)		
Description	Rate	Vendor Comments
Federal Excise Tax	Exempt	
Leaky Underground Storage Tank Fee (LUST)	@ \$0.001 per gallon	
Federal Environmental Recovery Fee	@ \$0.0021 per gallon	
California Lead Poison Prevention Fee	@ \$0.00146 per gallon	
California Motor Vehicle Fuel Excise Tax	@ \$0.417 per gallon	
California AB32 Fees	@ \$0.00428 per gallon	
Gasoline Sales Tax Rate	@ 4.5 % (applicable to price and all taxes and fees)	
Other Taxes and Fees (please specify):		
Cap at the Rack (CAR fee)	Changes daily	
LCFS Fee	Changes daily	

ATTACHMENT 2

Taxes and Fees:

Please list the taxes and fees for each fuel and delivery type. If there are any fees or taxes that are not listed below, please indicate so in the space provided. Fees and taxes that are not listed in this bid will not be paid and may not be added/invoiced after award of bid to the successful bidder.

CARB Ultra Low Sulfur Diesel (Clear) Fuel (Bulk Deliveries)		
Description	Rate	Vendor Comments
Federal Excise Tax	Exempt	
Leaky Underground Storage Tank Fee (LUST)	@ \$0.001 per gallon	
Federal Environmental Recovery Fee	@ \$0.0021 per gallon	
California Motor Vehicle Fuel Excise Tax	@ \$0.36 per gallon	
California AB32 Fees	@ \$0.00506 per gallon	
Diesel Sales Tax Rate	@ <u>15.25</u> % (applicable to price and all taxes and fees)	
Other Taxes and Fees (please specify):		
Cap at the Rack (CAR fee)	Changes daily	
LCFS Fee	Changes daily	

ATTACHMENT 2

Taxes and Fees:

Please list the taxes and fees for each fuel and delivery type. If there are any fees or taxes that are not listed below, please indicate so in the space provided. Fees and taxes that are not listed in this bid will not be paid and may not be added/invoiced after award of bid to the successful bidder.

CARB Ultra Low Sulfur Diesel (Clear) Fuel (Non-Bulk Deliveries)		
Description	Rate	Vendor Comments
Federal Excise Tax	Exempt	
Leaky Underground Storage Tank Fee (LUST)	@ \$0.001 per gallon	
Federal Environmental Recovery Fee	@ \$0.0021 per gallon	
California Motor Vehicle Fuel Excise Tax	@ \$0.36 per gallon	
California AB32 Fees	@ \$0.00506 per gallon	
Diesel Sales Tax Rate	@ <u>15.25</u> % (applicable to price and all taxes and fees)	
Other Taxes and Fees (please specify):		
Cap at the Rack (CAR fee)	Changes daily	
LCFS Fee	Changes daily	

CONFIDENTIAL PAGE**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this bid. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **DO NOT INCLUDE THE CITY OF TORRANCE AS A REFERENCE FOR THIS BID.**

Name of Company/Agency: City of Los Angeles
Street Address: 111 E. 1 St. 6th Floor Room #303 MS 774
City, State Zip Code: Los Angeles, CA 90012
Name of Person to Contact: Carlos Benedicto
Phone Number of Contact: (213) 978-3784
Project Description: Supply of Jet A; and diesel separately to City
generators

Name of Company/Agency: City of Long Beach
Street Address: 333 West Ocean Blvd.
City, State Zip Code: Long Beach, CA 90802
Name of Person to Contact: Ryan Van Andel
Phone Number of Contact: (562) 570-5405
Project Description: Supply gasoline, diesel, and renewable diesel
to the City

Name of Company/Agency: Orange County Transit Authority (OCTA)
Street Address: 16281 Construction Circle West
City, State Zip Code: Irvine, CA 92606
Name of Person to Contact: Edward Norcott
Phone Number of Contact: (949) 857-7190
Project Description: Provide all gasoline to Orange County Transit
locations

CONFIDENTIAL PAGE

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

Bidder must complete each item completely. The pricing mechanism on this bid is based upon a discount (-) or mark up (+) from the Daily Oil Price Information Service (OPIS) newsletter average price for the Los Angeles area. OPIS data may be subject to Daily fluctuations. The discount or mark up offered by the successful bidder must remain the same during the term of the purchasing agreement.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
1	CARB 87 Octane NL Unleaded Gasoline Total Anticipated Gallons for 3-Years: 935,000	Year One	Brand: <u>Various - Phillips, Valero, Tesoro,</u> etc. Product Identification No.: <u># CARB 87 OCTANE</u> <input type="checkbox"/> We are not bidding this item
	<u>Bulk Deliveries to:</u>	+ \$ _____	
	Transit Warehouse 20500 Madrona Ave. Torrance, CA 90503	- \$ <u>.1509</u>	
	Anticipated Usage for 3 Years: 160,000 gallons	Year Two	
	City Services Warehouse 20500 Madrona Ave. Torrance, CA 90503	+ \$ _____	
	Anticipated Usage for 3 Years: 760,000 gallons	- \$ <u>.1509</u>	
	Torrance Municipal Airport-Zamperini Field 3301 Airport Drive Torrance, CA 90505	Year Three	
	Anticipated Usage for 3 Years: 15,000 gallons	+ \$ _____	
		- \$ <u>.1509</u>	

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

Bidder must complete each item completely. The pricing mechanism on this bid is based upon a discount (-) or mark up (+) from the Daily Oil Price Information Service (OPIS) newsletter average price for the Los Angeles area. OPIS data may be subject to Daily fluctuations. The discount or mark up offered by the successful bidder must remain the same during the term of the purchasing agreement.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
2A	<p>CARB Ultra Low Sulfur Diesel (Clear) Total Anticipated Gallons for 3-Years: 390,000</p> <p><u>Bulk Deliveries to:</u></p> <p>Transit Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 10,000 gallons</p> <p>City Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 380,000 gallons</p>	<p style="text-align: center;">Year One</p> <p>+ \$ _____</p> <p>- \$ <u>.0299</u></p> <p style="text-align: center;">Year Two</p> <p>+ \$ _____</p> <p>- \$ <u>.0299</u></p> <p style="text-align: center;">Year Three</p> <p>+ \$ _____</p> <p>- \$ <u>.0299</u></p>	<p>Brand:</p> <p><u>Various - Phillips, Valero, Tesoro,</u> etc.</p> <p>Product Identification No.:</p> <p># <u>CARB ULSD CLEAR</u></p> <p><input type="checkbox"/> We are not bidding this item</p>

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

If your company can provide renewable diesel, please complete this form for consideration as an option to bid item #2A. At its discretion, the City may evaluate the use of renewable diesel in lieu of, or in combination with, Ultra Low Sulfur Diesel to meet its total anticipated three-year usage of 390,000 gallons of bulk delivery diesel fuel.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
2B	CARB Renewable Diesel	Please use the Daily OPIS for Ultra Low Sulfur Diesel (Clear)	Brand: <u>Various</u> Product Identification No.: # <u>RENEWABLE CLEAR</u> <input type="checkbox"/> We are not bidding this item
	Renewable diesel meets ASTM D975-12a, but is made from non-petroleum sources. Specifically, renewable diesel meets the definition of "hydrocarbon oil" and the physical and chemical properties specified in ASTM D975-12a.		
	Total Anticipated Gallons for 3-Years: 390,000		
	<u>Bulk Deliveries to:</u>		
	Transit Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 10,000 gallons	Year One + \$ _____ - \$ <u>.0491</u>	
		Year Two + \$ _____ - \$ <u>.0491</u>	
		Year Three + \$ _____ - \$ <u>.0491</u>	
	City Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 380,000 gallons		

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

Bidder must complete each item completely. The pricing mechanism on this bid is based upon a discount (-) or mark up (+) from the Daily Oil Price Information Service (OPIS) newsletter average price for the Los Angeles area. OPIS data may be subject to Daily fluctuations. However, the discount or mark up offered by the successful bidder must remain the same during the term of the purchasing agreement.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
3A	CARB Ultra Low Sulfur Diesel (Clear) Total Anticipated Gallons for 3-Years: 45,400 <u>Non-Bulk Deliveries to:</u> Communications & Information Technology Dept. 3031 Torrance Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 200 gallons Torrance Police Dept. 3300 Civic Center Drive Torrance, CA 90503 Anticipated Usage for 3 Years: 600 gallons Fire Station #1 1701 Crenshaw Blvd. Torrance, CA 90501 Anticipated Usage for 3 Years: 500 gallons Fire Station #3 3535 West 182nd Street Torrance, CA 90504 Anticipated Usage for 3 Years: 22,500 gallons Fire Station #4 5205 Calle Mayor Torrance, CA 90505 Anticipated Usage for 3 Years: 18,500 gallons Fire Station #5 3940 Del Amo Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons Fire Station #6 21401 Del Amo Circle W. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons Water Pump Station 25640 Crenshaw Blvd. Torrance, CA 90505 Anticipated Usage for 3 Years: 1,800 gallons Water Pump Station 2223 Border Avenue Torrance, CA 90501 Anticipated Usage for 3 Years: 300 gallons	Year One + \$ <u>.0290</u> - \$ _____ Year Two + \$ <u>.0290</u> - \$ _____ Year Three + \$ <u>.0290</u> - \$ _____	Brand: Various - Phillips, Valero, Tesoro, etc. Product Identification No.: # <u>CARB ULSD CLEAR</u> <input type="checkbox"/> We are not bidding this item

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

If your company can provide renewable diesel, please complete this form for consideration as an option to bid item #3A. At its discretion, the City may evaluate the use of renewable diesel in lieu of, or in combination with, Ultra Low Sulfur Diesel to meet its total anticipated three-year usage of 45,400 gallons of non-bulk delivery diesel fuel.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
3B	CARB Renewable Diesel Total Anticipated Gallons for 3-Years: 45,400 <u>Non-Bulk Deliveries to:</u> Communications & Information Technology Dept. 3031 Torrance Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 200 gallons Torrance Police Dept. 3300 Civic Center Drive Torrance, CA 90503 Anticipated Usage for 3 Years: 600 gallons Fire Station #1 1701 Crenshaw Blvd. Torrance, CA 90501 Anticipated Usage for 3 Years: 500 gallons Fire Station #3 3535 West 182nd Street Torrance, CA 90504 Anticipated Usage for 3 Years: 22,500 gallons Fire Station #4 5205 Calle Mayor Torrance, CA 90505 Anticipated Usage for 3 Years: 18,500 gallons Fire Station #5 3940 Del Amo Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons Fire Station #6 21401 Del Amo Circle W. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons Water Pump Station 25640 Crenshaw Blvd. Torrance, CA 90505 Anticipated Usage for 3 Years: 1,800 gallons Water Pump Station 2223 Border Avenue Torrance, CA 90501 Anticipated Usage for 3 Years: 300 gallons	Please use the Daily OPIS for Ultra Low Sulfur Diesel (Clear) <div style="text-align: center;">Year One</div> + \$ <u>.0290</u> - \$ _____ <div style="text-align: center;">Year Two</div> + \$ <u>.0290</u> - \$ _____ <div style="text-align: center;">Year Three</div> + \$ <u>.0290</u> - \$ _____	Brand: <u>Various</u> Product Identification No.: # <u>RENEWABLE CLEAR</u> <input type="checkbox"/> We are not bidding this item

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary:

Year One					
A	B	C	D	E	F
Bid Item #	Usage	Evaluation Unit Price	Unit Price Based on OPIS Plus or Minus	Total Unit Price	Extended Price
	Number of gallons the City anticipates using the first year	For evaluation purposes, this price will be used as the "OPIS average price for the Los Angeles Area"	+ or - Adjustment to Daily OPIS You Bid (from pages 18-22) added or subtracted to/from the Unit Price (in Column C)	Add Column C and D	Multiply Column E by Column B
Example for line 1: You bid minus \$0.20 You would enter that amount in column D. For column E, you would subtract \$0.20 from \$3.17 and enter \$2.97. For column F you multiply \$2.97 by 311,666.66 and enter \$925,649.98					
Example:	311,666.66	\$3.17	\$-0.20	\$2.97	\$925,649.98

A	B	C	D	E	F
1 CARB 87 Octane NL Unleaded Gasoline Bulk Deliveries	311,666.66	\$3.17	\$ -.1509	\$ 3.0191	\$ 940,952.81
2A CARB Ultra Low Sulfur Diesel (Clear) Bulk Deliveries	130,000	\$3.41	\$ -.0299	\$ 3.3801	\$ 439,413.00
3A CARB Ultra Low Sulfur Diesel (Clear) Non-Bulk Deliveries	15,133.33	\$3.41	\$.0290	\$ 3.4390	\$ 52,043.52
Year One - Total Based on Anticipated Annual Usage					\$ 1,432,409.33

Optional: Renewable Diesel					
A	B	C	D	E	F
2B CARB Renewable Diesel Bulk Deliveries	130,000	\$3.55	\$ -.0491	\$ 3.5009	\$ 455,117.00
3B CARB Renewable Diesel Non-Bulk Deliveries	15,133.33	\$3.55	\$.0290	\$ 3.5790	\$ 54,162.19
Year One - Total Based on Anticipated Annual Usage					\$ 509,279.19

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary:

Year Two					
A	B	C	D	E	F
Bid Item #	Usage	Evaluation Unit Price	Unit Price Based on OPIS Plus or Minus	Total Unit Price	Extended Price
	Number of gallons the City anticipates using the first year	For evaluation purposes, this price will be used as the "OPIS average price for the Los Angeles Area"	+ or - Adjustment to Daily OPIS You Bid (from pages 18-22) added or subtracted to/from the Unit Price (in Column C)	Add Column C and D	Multiply Column E by Column B
Example for line 1: You bid minus \$0.20 You would enter that amount in column D. For column E, you would subtract \$0.20 from \$3.17 and enter \$2.97. For column F you multiply \$2.97 by 311,666.66 and enter \$925,649.98					
Example:	311,666.66	\$3.17	\$-0.20	\$2.97	\$925,649.98

A	B	C	D	E	F
1 CARB 87 Octane NL Unleaded Gasoline Bulk Deliveries	311,666.66	\$3.17	\$ -.1509	\$ 3.0191	\$ 940,952.81
2A CARB Ultra Low Sulfur Diesel (Clear) Bulk Deliveries	130,000	\$3.41	\$ -.0299	\$ 3.3801	\$ 439,413.00
3A CARB Ultra Low Sulfur Diesel (Clear) Non-Bulk Deliveries	15,133.33	\$3.41	\$.0290	\$ 3.4390	\$ 52,043.52
Year Two - Total Based on Anticipated Annual Usage					\$ 1,432,409.33

Optional: Renewable Diesel					
A	B	C	D	E	F
2B CARB Renewable Diesel Bulk Deliveries	130,000	\$3.55	\$ -.0491	\$ 3.5009	\$ 455,117.00
3B CARB Renewable Diesel Non-Bulk Deliveries	15,133.33	\$3.55	\$.0290	\$ 3.5790	\$ 54,162.19
Year Two - Total Based on Anticipated Annual Usage					\$ 509,279.19

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary (continued):

	Items #: 1, 2A, 3A	Items #: 2B, 3B
Year One total (from page 23)	\$ 1,432,409.33	\$ 509,279.19
Year Two total (from page 24)	\$ 1,432,409.33	\$ 509,279.19
Year Three total (from page 25)	\$ 1,432,409.33	\$ 509,279.19
Combined 3-Year Total	\$ 4,297,227.99	\$ 1,527,837.57

Did you bid on all items (1-3)?	<input type="checkbox"/> No, we did not bid on all bid items <input checked="" type="checkbox"/> Yes, we bid on all 3 items
Did you bid each of the three years?	<input checked="" type="checkbox"/> Yes, we bid on all 3 years <input type="checkbox"/> No, we did not bid on all three years and understand that our bid will not be considered or evaluated.
As required by this bid, we have submitted one (1) original and four (4) copies of this bid submittal to the City of Torrance (pages 11-27).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Comments: 	

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary (continued):

	Items #: 1, 2A, 3A	Items #: 2B, 3B
Year One total (from page 23)	\$ 1,432,409.33	\$ 509,279.19
Year Two total (from page 24)	\$ 1,432,409.33	\$ 509,279.19
Year Three total (from page 25)	\$ 1,432,409.33	\$ 509,279.19
Combined 3-Year Total	\$ 4,297,227.99	\$ 1,527,837.57

Did you bid on all items (1-3)?	<input type="checkbox"/> No, we did not bid on all bid items <input checked="" type="checkbox"/> Yes, we bid on all 3 items
Did you bid each of the three years?	<input checked="" type="checkbox"/> Yes, we bid on all 3 years <input type="checkbox"/> No, we did not bid on all three years and understand that our bid will not be considered or evaluated.
As required by this bid, we have submitted one (1) original and four (4) copies of this bid submittal to the City of Torrance (pages 11-27).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Comments:	