

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089895-23-B, Aviation Fuel

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089895-23-B (Contractor).

RECITALS

On or about 8/10/2022, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide aviation fuel as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Goods and Services rendered in accordance with this Contract in an amount not to exceed \$4,972,452 (Initial) without City Council approval.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

MYF HOLDINGS, LLC dba

Crownair Aviation
Bidder


3794 John J Montgomery Dr
Street Address

San Diego, CA 92123
City

858 277-1453
Telephone No.

CITY OF SAN DIEGO
A Municipal Corporation

BY:

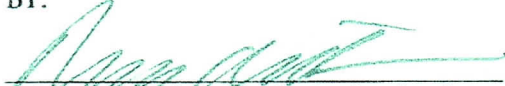


Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

December 5, 2022
Date Signed

rayr@crownairaviation.com
E-Mail

BY:



Signature of Bidder's Authorized Representative

RAY RICHMOND
Print Name

PRESIDENT/GENERAL MGR
Title

9-12-22
Date

Approved as to form this 6th day of

December, 2022.
MARA W. ELLIOTT, City Attorney


BY: 
Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of

bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved

2.6 Licenses as required in Exhibit B.

2.7 Manufacturer's Price List.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. **Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. **Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 **Modification or Withdrawal of Bid Before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 **Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. **Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. **Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. **Right to Audit.** The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. **Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. **Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. **Escalation.** An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. **Unit Price.** Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. **BID OPENING.** All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. **Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.

2. **Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.

3. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. **Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. **Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.

2. **Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved.

5. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

6. COVID Certification Form.

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS

1. Police Department

The San Diego Police Department (SDPD) Air Support Unit currently operates four (4) American Eurocopter Helicopters and is located at 4141 Kearny Villa Rd, San Diego, CA 92123. The Air Support Unit utilizes these aircrafts to perform various aerial patrol operations support in assigned areas, including but not limited to the following services: assist with the apprehension of persons engaged in criminal activities; flying photographic missions for gathering of evidence; planning, critiquing, and surveying; aerial security for V.I.P. and foreign dignitaries; search and rescues involving downed aircraft and lost or stranded persons.

The San Diego Police Department requires Jet A turbine fuel on a regular basis. The Police Department currently has no storage capacity for aviation fuel, and as such, this Department requires its fuel to be delivered on a Full-Service basis and a fuel truck, meeting the specifications outlined in paragraph E. 1. of this document, is provided to remain at the SDPD Air Support Unit facility.

2. Fire-Rescue Department

Fire-Rescue operates two (2) medium Bell helicopters and one (1) Heavy lift helicopter; one (1) Bell 212HP, one (1) Bell 412EP, and one (1) Sikorsky S70-I. They are located at the Montgomery Field Airport Helibase; 4302 Ponderosa Ave, San Diego, CA 92123. These aircrafts primary function is to provide aerial fire suppression, but also serve in support of search and rescue operations, emergency medical transportation as well as many other various utility functions. Fire-Rescue operates one (1) of these aircraft on a 24-hour basis and has historically operated the second aircraft on a "seasonal" basis during the most active wildland fire months. Both aircraft provide the same mission capabilities if required.

The Fire-Rescue Department requires Jet A turbine fuel for its aircrafts on a regular basis. The Fire-Rescue Department has its fuel trucks, and as such, the Department will upload fuel at the Contractors fuel farm. On rare occasions, the Fire-Rescue Departments' fuel trucks may be unavailable and Full Service may be required.

B. LICENSES

To perform the work described in this solicitation, bidders must hold a current Commercial Driver's License and Hazmat Endorsement.

	License Number	Expiration Date	Name
Commercial Driver's License	Class: No.:		
Hazmat Endorsement			

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

C. JET A TURBINE FUEL SPECIFICATIONS

Jet A fuel supplied to the City of San Diego must conform to the American Society for Testing and Materials (ASTM) D1655 - Standard Specification for Aviation Turbine Fuels.

D. FUEL TEST

Suppliers shall certify to the City at the City's request that the product supplied meets Federal Aviation Standards.

A test report may be required upon request for each product proposed. Testing shall be in accordance with A.S.T.M. Standards. All products supplied by Bidder may be subject to periodic tests by independent laboratories at City's option to determine whether or not the products being supplied meet specifications. In the event products supplied fail to meet the specifications, Bidder may be required to remove and replace them at Bidder's own expense or make other adjustments as deemed appropriate.

E. REQUIREMENTS

The Contractor shall be solely responsible for furnishing all materials, equipment, and services necessary to perform the work required by this contract, including but not limited to: fuel, storage of fuel for dispensing fuel to the City as necessary, fuel-related equipment ownership, maintenance and permitting, applicable environmental fees, personnel insurance, applicable operator's licenses, and overhead.

The Contractor shall be responsible for checking fuel storage tanks, if applicable, by a hydro kit testing method or any other method that will ensure that fuel meets all Federal Aviation Standards.

1. **Full Service for Jet A Fuel** - Shall include the provision of a dedicated on-site, full-time fuel truck to be stationed at the Police Department Air Operations facility, to provide ramp refueling delivery to all aircraft on an ongoing basis as required by the City. The Fuel truck must hold no less than 800 gallons and no more than 1,300 gallons of fuel. No part of the truck shall exceed 100" height above ground. Bidder shall be solely responsible to train City personnel to operate the fuel truck. City personnel will be responsible for refueling this truck.
 - a. Contractor shall furnish full time, refueling seven (7) days per week, between the hours of 7:00 a.m. PT and 7:00 p.m. PT, within thirty (30) minutes of the City's request. Shall include delivery to aircraft if requested.
 - b. Contractor shall be able to fill the dedicated truck daily to ensure that all aircraft have ample fuel for flight operations. The truck shall be filled within two (2) hours of City requests between the hours of 7:00 a.m. PT and 7:00 p.m. PT.

- c. Contractor shall furnish twenty-four (24) hours a day callback refueling service with a maximum response time of two (2) hours between 7:00 p.m. PT and 7:00 a.m. PT.

F. SUBSTANDARD PRODUCTS

It is critical that all products delivered to the City meet the specifications as detailed in these specifications. Any product not meeting these specifications could necessitate costly repair to equipment. The Contractor shall be held responsible for all expenses incurred in connection with substandard products. The City reserves the right to cancel the contract with any Contractor who delivers products that do not meet these specifications.

G. RULES AND REGULATIONS

The Contractor agrees that its performance under this contract shall comply with all applicable laws of the United States of America, the State of California, and the County and City of San Diego, and also with all applicable policies, ordinances, and regulations of the City of San Diego. Contractor agrees that all products provided under this contract meet all applicable Federal Aviation Standards.

H. DAMAGES

The Contractor shall be held liable for any damage or citations which may be incurred as a result of any spills. In addition, the City reserves the right to cancel the contract of any Contractor or carrier who, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who, under the circumstances, causes a spill while delivering. The Contractor shall provide a vapor recovery hose when delivering fuel.

Notwithstanding the above, the Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation or about premises owned by, or under the control of the City. If the Contractor's failure to use care causes damages, the Contractor shall replace and/or repair the damage at no expense to the City. Failure to replace and/or repair can result in the City deducting cost for repairs from the Contract.

I. FUEL DISBURSEMENT DOCUMENTATION

It is the responsibility of the Contractor to document the amount of each fuel dispensed at each fueling. Delivery tickets shall be signed at the time and place of delivery. One (1) copy of each delivery ticket shall be left at the delivery site, and one (1) copy shall be mailed with the original invoice to locations listed on the Purchase Order. Bidder shall provide the City with credit cards as requested by the City.

J. AVAILABILITY

The petroleum products are to be procured and shall be available for immediate delivery upon order by the City as and when needed. With respect to fuel shortages, under proposed Federal and State of California emergency fuel rationing plans, Police and various other City services are identified as priority users under conditions prescribed in such plans. Contractor shall maintain available volumes of fuel to meet the City's requirements, as certified by the City, in accordance with the priority levels established by proposed Federal and State of California emergency fuel rationing plans. Contractor shall be obligated to raise

available volumes to that amount to meet the City's requirements as previously certified upon conclusion of the fuel shortage.

K. EMERGENCY DELIVERIES

In cases where the successful Bidder cannot deliver within the time required to prevent the City from running out of fuel, the City reserves the right to obtain this material or equivalent material elsewhere and bill the contracted vendor for the difference in cost between the Bidders' price and the emergency pricing obtained from the company which supplies the emergency delivery. Furthermore, the successful Bidder will be held liable for payment of all fines or additional expenses which could be imposed upon the City because of late or non-delivery of the product specified herein.

L. EXCUSABLE DELAYS

The Contractor shall be excused from performance hereunder during the time and to the extent that Contractor is prevented from obtaining or performing the work by the act of fire, flood, acts of God, strike; commandeering of material, products, plants, or facilities by Federal, State or local government; or acts of omission by the City, when satisfactory evidence thereof is presented to City and provided further that such non-performance is beyond the control, or not due to the fault or negligence of the Contractor.

M. TERMINATION

This contract may be terminated if the Contractor fails on more than one (1) occasion, at any time during the contract period, to deliver the required material within the time stated within the specifications and if late or non-delivery causes any City location to run short of fuel or to run the risk of being entirely out of fuel. The City of San Diego will be the sole judge of whether or not to place an emergency order for this product.

N. INVOICING AND PAYMENT

Invoices shall be submitted monthly for all deliveries within that month. Invoices shall be mailed or delivered to the address shown on each Purchase Order along with the delivery ticket, and shall include the following:

1. Invoices shall be submitted in arrears of work performed as required by the end using Department in duplicate, with an original and copy clearly identified to the end using Department's Contract Administrator or designee, at the address specified on the Purchase Order(s), and shall conform to policies or regulations adopted from time to time by the City of San Diego.
2. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract number and purchase order number; (2) a complete itemization of all costs including quantities ordered, including but not limited to the wholesale price per gallon; total cost per gallon; or markup/markdown per gallon, and delivery order numbers (if any) for fuel delivered by location and/or section, including the date of deliveries; (3) the individuals name who called in the delivery; (4) applicable tax shown as a separate line item; (5) any discounts offered to the City of San Diego under the terms of the contract; (6) evidence of the acceptance of the supplies or

services by the City of San Diego, to include copies of signed delivery tickets, with tank number and location to accompany each invoice; (7) unique traceable invoice number(s); and (8) total invoice cost.

3. Upon review and approval from the end using Department, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
4. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.
5. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact the payment of invoices by the City of San Diego. So that this Form is the current Revision at the time of submittal, the Contractor shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit it as specified herein. The website from which to obtain this Form is <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.
6. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the pricing terms specified in this Contract, allowing for City-approved adjustments, if any.

If applicable, any extraordinary labor charges for services shall be included on the invoice. A description of the extraordinary work including the location/and or section work was performed shall be provided. The contractor must attach written authorization from the Contract Administrator approving extraordinary work. Failure to do so will result in payment being withheld for such services.

O. CHANGES

The City may, from time to time, make changes in quantities, specifications, place of delivery or delivery schedules, and methods of shipment furnished to the City. No such changes will affect the pricing per this contract, and nothing in this clause shall excuse Contractor from proceeding immediately with the agreement as changed.

P. SAFETY DATA SHEETS (SDS)

Contractor shall provide with each delivery one (1) copy of the MSDS for each product delivered and shall furnish updates as may be required. Failure to comply with the procedure will be cause for immediate termination of the contract for violation of safety procedures.

Q. ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements in Article VII of Exhibit C, the Contactor shall provide the following:

1. Commercial General Liability

Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits **no less than two million dollars (\$2,000,000) per occurrence with a four million dollar (\$4,000,000) annual aggregate.**

2. Commercial Pollution Liability Insurance

Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of hazardous wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury and property damage and with a ten million dollar (\$10,000,000) annual aggregate. All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor’s insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Occurrence based policies shall be procured before the Scope of Work commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a 12 month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Scope of Work under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or nonrenewal of the policy or policies.

3. Contractors Hazardous Transporters Pollution Liability Insurance

Contractor shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.

All costs of defense shall be outside the limits of the policy.

Contractor shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.

To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City

Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this contract.

Commercial General Liability Insurance.

Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respected elected officials, officers, employees, agents and representatives with the respect to liability arising out of (a) ongoing operations performed by Contractor or on Contractor's behalf, (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf or (d) premises owned, leased, controlled or used by Contractor.

Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Commercial Pollution Liability Insurance.

Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respected elected officials, officers, employees, agents and representatives with the respect to liability arising out of (a) ongoing operations performed by Contractor or on Contractor's behalf, (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf, or (d) premises owned, leased, controlled or used by Contractor.

Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Contractors Hazardous Transporters Pollution Liability Insurance.

Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (a) ongoing operations performed by Contractor or on Contractor's behalf, (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf, or (d) premises owned, leased, controlled or used by Contractor.

The Contractor's liabilities, including, but not limited to Contractor's indemnity obligations, under this Contract, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Contract and the Contractor's failure to maintain, renew coverage and provide evidence of renewal during the term of this Contract may be treated as a material breach of Contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Contract.

R. CRIMINAL BACKGROUND SCREENING

In addition to the requirements in Article V of Exhibit C, the San Diego Police Department may conduct background investigations at any time during the term of the contract, which the scope is determined by the San Diego Police Department, for any individual that may require access to San Diego Police Department facilities. Additionally, the San Diego Police Department may require background investigations, on all Contractor employees, when information becomes available that indicates a potential breach in safety or security.

S. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

T. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)

_____.01 **PCI Compliance.** Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Section T.

_____.02 **Contractor Compliance with Payment Card Industry Security Standards Council Standards.** Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

_____.03 **Attestation of PCI Compliance.** Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

_____.04 **Contractor Remediation.** Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

_____.05 **Service Provider Responsibility Matrix.** Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

_____.06 **Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access.** Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at

https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss

or located at such other website as the PCI SSC may describe from time to time.

_____.06.01 Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume

responsibility for informing all affected individuals in accordance with applicable law.

_____.06.02 Upon the City's request, Contractor must provide to City a copy of the Checklist.

U. PRICING

1. The manufacturer's wholesale per gallon price shall be utilized during this Contract to establish a verifiable baseline fuel price per gallon. The manufacturer's wholesale price to be utilized for this Contract shall be based on the date of fuel delivery (Full Service as specified in Exhibit B. Scope of Work) to the City. For the sole purpose of enabling the City to evaluate the total price bid of all bids consistently, the bidder shall use the date of July 31, 2022, to determine its total price per gallon for each fuel type.
2. All prices per gallon shall be firm fixed, fully burdened, FOB Destination, and shall include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.
3. Do not include any taxes or applicable local, state, or Federal regulatory fees in the prices bid, including but not limited to State of California jet fuel taxes, State of California Leaking Underground Storage Tank (LUST) fees, State of California Oil Spill Prevention surcharges, and City of San Diego Airport flowage fees. Applicable taxes and regulatory fees will be added to the net amount invoiced.
4. The City is liable for State, City, and County Sales Taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request.
5. Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.
6. To allow the city to perform a cost analysis of each bid, Bidders shall submit with their bids their wholesale price history for the previous six (6) months from the date of the bid closing. This analysis will be performed to ensure the price reasonableness of wholesale fuel costs amongst all Bidders. As a result of an analysis of the submitted wholesale price history information, Bidders may be rejected as non-responsive if, in the sole opinion of the city, their pricing is comparatively unreasonable.
7. Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

V. PRICE SCHEDULE

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

Goods and Services ITB
Revised: April 29, 2016
OCA Document No. 1277089

Item No.	Est. Annual Qty	U/M	Description	Fully Burdened Unit Price Per Gallon	Extension
1.	150,000	GAL	Jet A Turbine Fuel, Full Service (as specified in Exhibit B.), for the Police Department. Fuel Manufacturer Brand Offered: <u>EPIC FUELS</u> Mfr. Wholesale per gallon price: \$ <u>3.85121</u> Bidder's Mark Up from Wholesale per gallon Price: \$ <u>.30</u>	\$ <u>4.15121</u>	\$ <u>622,481.50</u>
2.	90,000	GAL	Jet A Turbine Fuel, Full Service (as specified in Exhibit B.), for the Fire-Rescue Department. Fuel Manufacturer Brand Offered: <u>EPIC FUELS</u> Mfr. Wholesale per gallon price: \$ <u>3.85121</u> Bidder's Mark Up from Wholesale per gallon Price: \$ <u>.28</u>	\$ <u>4.13121</u>	\$ <u>371,808.90</u>
Estimated Annual Bid Total					\$ <u>994,490.40</u>
Estimated Total Contract Value (Est. Annual Bid Total x 5-year Contract Term)					\$ <u>4,972,452</u>

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. **Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. **Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. **Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. **Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

INVITATION TO BID FOR AVIATION FUEL 10089895-23-B
AUGUST 10, 2022

B. BIDDER/PROPOSER INFORMATION:

MYF HOLDINGS, LLC dba Crownair Aviation
Legal Name DBA
3794 JOHN J MONTGOMERY DR SAN DIEGO CA 92123
Street Address City State Zip
RAY RICHMOND - PRESIDENT 858-277-1453
Contact Person, Title Phone Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

<u>RAH RICHMOND</u>	<u>PRESIDENT / GENERAL MGR</u>
Name	Title/Position
<u>LA JOLLA CALIFORNIA</u>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<u>EMPLOYEE OF BIDDER</u>	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 5-10-14 State of formation: Delaware

List the name, title and address of members who own ten percent (10%) or more of the company:

MI Aviation, LLC 100% ownership

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: US Bank
Point of Contact: Josephine Bennett
Address: 4147 Executive Dr. 3rd Floor San Diego, CA 92121
Phone Number: 858.334.0729

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2017013664 Year Issued: 1-1-2022

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Diego - Airport Division

Contact Name and Phone Number: Jorge Rubio
Contact Email: JE Rubio@SanDiego.gov
Address: 3750 John J Montgomery Dr.
Contract Date: 2016 to 2021
Contract Amount: > \$90k / Mo for ground rent
Requirements of Contract: Operate successful FBO

Company Name: EPIC fuels
Contact Name and Phone Number: Justin Vadurro
Contact Email: Jvadurro@epicfuels.com
Address: FT Worth, TX
Contract Date: 2012
Contract Amount: 1,250,000 gallon fuel / year - price varies
Requirements of Contract: net 10 terms

Company Name: Aerotek
Contact Name and Phone Number: Sara Haltiner
Contact Email: shaltine@aerotek.com
Address: Carlsbad, CA
Contract Date: ongoing
Contract Amount: \$10k plus / Mo
Requirements of Contract: temp to perm employer

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

<u>RAY RICHMOND</u>	<u></u>	<u>8-18-22</u>
Name and Title	Signature	Date
<u>PRESIDENT / GEN. MGR</u>		

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

N/A

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

RAY RICHMOND, PRESIDENT  8.18.22
Print Name, Title Signature Date

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 · San Diego, CA 92101
Phone: (619) 236-6000 · Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: MYF HOLDINGS, LLC dba CROWN AIR AVIATION

ADA/DBA: CROWN AIR AVIATION

Address (Corporate Headquarters, where applicable): 3794 JOHN J MONTGOMERY DR

City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92123

Telephone Number: 858 277 1453 Fax Number: N/A

Name of Company CEO: RAY RICHMOND

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: FIXED BASE OPERATOR Type of License: _____

The Company has appointed: KELLY CULBERT

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 3794 JOHN J MONTGOMERY DR

Telephone Number: 858 277 1453 Fax Number: N/A Email: KELLYC@Crownairaviation.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of MYF HOLDINGS, LLC
(Firm Name)

SAN DIEGO, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 17th day of AUGUST, 2022

[Signature]
(Authorized Signature)

RAY RICHMOND
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: MYF HOLDINGS LLC, Crownair Aviation DATE: 8-17-22

OFFICE(S) or BRANCH(ES): SAN DIEGO - 3794 JOHN J MONTGOMERY COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial	1											2	2		
Professional															
A&E, Science, Computer															
Technical															
Sales															
Administrative Support										1					
Services			2		2							3			
Crafts															
Operative Workers															
Transportation															
Laborers*	3		4							1		7			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	4		4	2		2				1	1	9	5		
--------------------	---	--	---	---	--	---	--	--	--	---	---	---	---	--	--

Grand Total All Employees 30

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

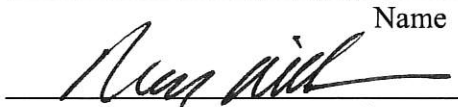
AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: MYF HOLDINGS, LLC d/b/a Crownair Aviation
 Certified By RAY RICHMOND Title PRESIDENT / GENERAL MANAGER
Name
 Date 8-17-22
Signature

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: MYF HOLDINGS, LLC dba Crownair Aviation
 Company Address: 3794 John J. Montgomery Dr. San Diego, CA 92123
 Company Contact Name: RAY RICHMOND Contact Phone: 858-277-1453

CONTRACT INFORMATION

Contract Number (if no number, state location): _____ Start Date: _____
 Contract Title (or description): _____ End Date: _____
 Purpose/Service Provided: _____

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

RAY RICHMOND
 Name of Signatory
[Signature]
 Signature

PRESIDENT / GEN. MGR.
 Title of Signatory
8-18-22
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

Licenses:

License requirements for [Commercial Drivers License with Hazmat endorsement] only apply to vehicles driven on the road that are subject to DOT requirements. Crownair Aviation trucks are not licensed to be on the public roadways and its employees are only required to have a valid Class C license in order to drive on the airport.

City has responded in writing that a Commercial Drivers License is not required. See Exceptions tab.

Attached is a copy of Crownair Aviation's Certificate of Payment of Business Tax

SAFETY DATA SHEET



Jet A Aviation Fuel

Version 2.6

Revision Date 2021-02-09

SECTION 1: Identification of the substance/mixture and of the company/undertaking

Product information

Product Name : Jet A Aviation Fuel
Material : 1126286, 1126287, 1102484, 1103429, 1102481, 1103418,
1102485, 1102483, 1102482, 1024254, 1024255, 1024256,
1024257, 1104981, 1104992

Use : Fuel

Company : Chevron Phillips Chemical Company LP
Specialty Chemicals
10001 Six Pines Drive
The Woodlands, TX 77380

Emergency telephone:

Health:

866.442.9628 (North America)

1.832.813.4984 (International)

Transport:

CHEMTREC 800.424.9300 or 703.527.3887(int'l)

Asia: CHEMWATCH (+612 9186 1132) China: 0532 8388 9090

EUROPE: BIG +32.14.584545 (phone) or +32.14583516 (telefax)

Mexico CHEMTREC 01-800-681-9531 (24 hours)

South America SOS-Cotec Inside Brazil: 0800.111.767 Outside Brazil: +55.19.3467.1600

Argentina: +(54)-1159839431

Responsible Department : Product Safety and Toxicology Group
E-mail address : SDS@CPChem.com
Website : www.CPChem.com

SECTION 2: Hazards identification

Classification of the substance or mixture

This product has been classified in accordance with the hazard communication standard 29 CFR 1910.1200; the SDS and labels contain all the information as required by the standard.

Classification

: Flammable liquids, Category 3
Skin irritation, Category 2
Carcinogenicity, Category 2
Specific target organ toxicity - single exposure, Category 3,

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Central nervous system
 Specific target organ toxicity - repeated exposure, Category 1,
 Eyes, Blood
 Aspiration hazard, Category 1

Labeling

Symbol(s)



Signal Word

: Danger

Hazard Statements

: H226: Flammable liquid and vapor.
 H304: May be fatal if swallowed and enters airways.
 H315: Causes skin irritation.
 H336: May cause drowsiness or dizziness.
 H351: Suspected of causing cancer.
 H372: Causes damage to organs (Eyes, Blood) through prolonged or repeated exposure.

Precautionary Statements

: **Prevention:**
 P201 Obtain special instructions before use.
 P202 Do not handle until all safety precautions have been read and understood.
 P210 Keep away from heat/ sparks/ open flames/ hot surfaces. No smoking.
 P233 Keep container tightly closed.
 P240 Ground/bond container and receiving equipment.
 P241 Use explosion-proof electrical/ ventilating/ lighting/ equipment.
 P242 Use only non-sparking tools.
 P243 Take precautionary measures against static discharge.
 P260 Do not breathe dust/ fume/ gas/ mist/ vapors/ spray.
 P264 Wash skin thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.
 P271 Use only outdoors or in a well-ventilated area.
 P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
 P301 + P310 IF SWALLOWED: Immediately call a POISON CENTER/ doctor.
 P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
 P304 + P340 + P312 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/ doctor if you feel unwell.
 P308 + P313 IF exposed or concerned: Get medical advice/ attention.
 P331 Do NOT induce vomiting.
 P332 + P313 If skin irritation occurs: Get medical advice/ attention.
 P362 Take off contaminated clothing and wash before reuse.
 P370 + P378 In case of fire: Use dry sand, dry chemical or alcohol-resistant foam to extinguish.
Storage:
 P403 + P233 Store in a well-ventilated place. Keep container

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tightly closed.
 P403 + P235 Store in a well-ventilated place. Keep cool.
 P405 Store locked up.
Disposal:
 P501 Dispose of contents/ container to an approved waste disposal plant.

Carcinogenicity:

IARC Group 2B: Possibly carcinogenic to humans
 Naphthalene 91-20-3

NTP Reasonably anticipated to be a human carcinogen
 Naphthalene 91-20-3

SECTION 3: Composition/information on ingredients

Synonyms : Aviation Turbine Fuel A
 Kerosene Turbine Fuel
 Kerosene
 Jet A-1 Fuel
 Jet A Fuel

Molecular formula : UVCB

Component	CAS-No.	Weight %
Kerosene C9-C16	8008-20-6	100
Naphthalene	91-20-3	0 - 3

SECTION 4: First aid measures

General advice : Move out of dangerous area. Show this material safety data sheet to the doctor in attendance. Material may produce a serious, potentially fatal pneumonia if swallowed or vomited.

If inhaled : Consult a physician after significant exposure. If unconscious, place in recovery position and seek medical advice.

In case of skin contact : If skin irritation persists, call a physician. If on skin, rinse well with water. If on clothes, remove clothes.

In case of eye contact : Flush eyes with water as a precaution. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist.

If swallowed : Keep respiratory tract clear. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5: Firefighting measures

Flash point : 37.8°C (100.0°F)

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Autoignition temperature	: 210°C (410°F)
Suitable extinguishing media	: Alcohol-resistant foam. Carbon dioxide (CO ₂). Dry chemical.
Unsuitable extinguishing media	: High volume water jet.
Specific hazards during fire fighting	: Do not allow run-off from fire fighting to enter drains or water courses.
Special protective equipment for fire-fighters	: Wear self-contained breathing apparatus for firefighting if necessary.
Further information	: Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. For safety reasons in case of fire, cans should be stored separately in closed containments. Use a water spray to cool fully closed containers.
Fire and explosion protection	: Do not spray on a naked flame or any incandescent material. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors). Keep away from open flames, hot surfaces and sources of ignition.
Hazardous decomposition products	: Hydrocarbons. Carbon oxides.

SECTION 6: Accidental release measures

Personal precautions	: Use personal protective equipment. Ensure adequate ventilation. Remove all sources of ignition. Evacuate personnel to safe areas. Beware of vapors accumulating to form explosive concentrations. Vapors can accumulate in low areas.
Environmental precautions	: Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods for cleaning up	: Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

SECTION 7: Handling and storage**Handling**

Advice on safe handling	: Avoid formation of aerosol. Do not breathe vapors/dust. Avoid exposure - obtain special instructions before use. Avoid contact with skin and eyes. For personal protection see section 8. Smoking, eating and drinking should be prohibited in the application area. Take precautionary measures against
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static discharges. Provide sufficient air exchange and/or exhaust in work rooms. Open drum carefully as content may be under pressure. Dispose of rinse water in accordance with local and national regulations.

Advice on protection against fire and explosion : Do not spray on a naked flame or any incandescent material. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors). Keep away from open flames, hot surfaces and sources of ignition.

Storage

Requirements for storage areas and containers : No smoking. Keep container tightly closed in a dry and well-ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Observe label precautions. Electrical installations / working materials must comply with the technological safety standards.

Use : Fuel

SECTION 8: Exposure controls/personal protection**Ingredients with workplace control parameters****US**

Components	Basis	Value	Control parameters	Note
Kerosene C9-C16	ACGIH	TWA	200 mg/m3	A3, Skin,
	OSHA Z-1	TWA	500 ppm, 2,000 mg/m3	
	OSHA Z-1-A	TWA	400 ppm, 1,600 mg/m3	
Naphthalene	ACGIH	TWA	10 ppm,	A3, Skin,
	ACGIH	STEL	15 ppm,	hematologic eff, URT irr, eye irr, eye dam, (), A4, Skin,
	OSHA Z-1	TWA	10 ppm, 50 mg/m3	
	OSHA Z-1-A	TWA	10 ppm, 50 mg/m3	
	OSHA Z-1-A	STEL	15 ppm, 75 mg/m3	

- () Adopted values or notations enclosed are those for which changes are proposed in the NIC
 A3 Confirmed animal carcinogen with unknown relevance to humans
 A4 Not classifiable as a human carcinogen
 eye dam Eye damage
 eye irr Eye irritation
 hematologic eff Hematologic effects
 Skin Danger of cutaneous absorption
 URT irr Upper Respiratory Tract irritation

Immediately Dangerous to Life or Health Concentrations (IDLH)

Substance name	CAS-No.	Control parameters	Update
Naphthalene	91-20-3	Immediately Dangerous to Life or Health Concentration Value 250 parts per million	1995-03-01

Engineering measures

Adequate ventilation to control airborne concentrations below the exposure guidelines/limits. Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

Personal protective equipment

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- Respiratory protection** : Wear a supplied-air NIOSH approved respirator unless ventilation or other engineering controls are adequate to maintain minimal oxygen content of 19.5% by volume under normal atmospheric pressure. Wear a NIOSH approved respirator that provides protection when working with this material if exposure to harmful levels of airborne material may occur, such as: Air-Purifying Respirator for Organic Vapors. Use a positive pressure, air-supplying respirator if there is potential for uncontrolled release, aerosolization, exposure levels are not known, or other circumstances where air-purifying respirators may not provide adequate protection.
- Hand protection** : The suitability for a specific workplace should be discussed with the producers of the protective gloves. Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time. Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough.
- Eye protection** : Eye wash bottle with pure water. Tightly fitting safety goggles.
- Skin and body protection** : Choose body protection in relation to its type, to the concentration and amount of dangerous substances, and to the specific work-place. Wear as appropriate: Flame retardant antistatic protective clothing. Workers should wear antistatic footwear.
- Hygiene measures** : When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9: Physical and chemical properties**Information on basic physical and chemical properties****Appearance**

- Form** : liquid
Physical state : liquid
Color : Clear light yellow

Safety data

- Flash point** : 37.8°C (100.0°F)
Lower explosion limit : 0.6 %(V)
Upper explosion limit : 4.7 %(V)
Oxidizing properties : No
Autoignition temperature : 210°C (410°F)
Molecular formula : UVCB
Molecular weight : Not applicable

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pH	: Not applicable
Pour point	: No data available
Boiling point/boiling range	: 149-300°C (300-572°F)
Vapor pressure	: 0.40 MMHG at 20°C (68°F)
Relative density	: 0.775 at 20 °C (68 °F)
Density	: 806.5 g/l
Water solubility	: negligible
Partition coefficient: n- octanol/water	: No data available
Viscosity, kinematic	: 1.5 cSt at 20°C (68°F)
Relative vapor density	: 4.5 (Air = 1.0)
Evaporation rate	: 1
Percent volatile	: > 99 %

SECTION 10: Stability and reactivity

Chemical stability : This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Possibility of hazardous reactions

Hazardous reactions : Hazardous reactions: Hazardous polymerization does not occur.

Further information: No decomposition if stored and applied as directed.

Hazardous reactions: Vapors may form explosive mixture with air.

Conditions to avoid : Heat, flames and sparks.

Materials to avoid : May react with oxygen and strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Hazardous decomposition products : Hydrocarbons
Carbon oxides

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Other data : No decomposition if stored and applied as directed.

SECTION 11: Toxicological information

Jet A Aviation Fuel
Acute oral toxicity

: LD50: > 5,000 mg/kg
Species: Rat

Acute inhalation toxicity

Kerosene C9-C16

: LC50: > 5.2 mg/l
Exposure time: 4 h
Species: Rat
Test atmosphere: dust/mist

Acute dermal toxicity

Kerosene C9-C16

: LD50: >2000 milligram per kilogram
Species: Rabbit

Jet A Aviation Fuel
Skin irritation

: May cause skin irritation in susceptible persons.

Jet A Aviation Fuel
Eye irritation

: Vapors may cause irritation to the eyes, respiratory system and the skin.

Jet A Aviation Fuel
Sensitization

: No adverse effects expected.

Repeated dose toxicity

Kerosene C9-C16

: Species: Rabbit
Application Route: Dermal
Dose: 0, 200, 1000, 2000 mg/kg
Exposure time: 28 day
Number of exposures: 3 times/wk
Lowest observable effect level: 1,000 mg/kg

Genotoxicity in vitro

Kerosene C9-C16

: Test Type: Ames test
Result: negative

Test Type: Mouse lymphoma assay
Result: positive

Naphthalene

Test Type: Ames test
Result: negative

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Test Type: Sister Chromatid Exchange Assay
Result: negative

Test Type: Unscheduled DNA synthesis assay
Result: negative

Genotoxicity in vivo

Kerosene C9-C16 : Test Type: Cytogenetic assay
Result: negative

Naphthalene : Test Type: Mouse micronucleus assay
Result: negative

Carcinogenicity

Kerosene C9-C16 : Species: Mouse
Dose: 0, 28.5, 50, 100%
Exposure time: 104 wks
Number of exposures: 2, 4, or 7 times/wk

Naphthalene : Species: Mouse
Sex: male
Dose: 10, 30 ppm
Exposure time: 105 weeks
Number of exposures: 6 hours/day, 5 days/week
Test substance: yes
Print Date: No information available.
Remarks: No evidence of carcinogenicity

Species: Mouse
Sex: female
Dose: 10, 30 ppm
Exposure time: 105 weeks
Number of exposures: 6 hours/day, 5 days/week
Test substance: yes
Print Date: No information available.
Remarks: increased incidence of alveolar/bronchiolar adenomas

Species: Rat
Sex: male and female
Dose: 10, 30, 60 ppm
Exposure time: 105 weeks
Number of exposures: 6 hours/day, 5 days/week
Test substance: yes
Print Date: No information available.
Remarks: nose respiratory epithelial adenoma, increased incidence of olfactory neuroblastomas

Developmental Toxicity

Kerosene C9-C16 : Species: Rat
Application Route: Inhalation
Dose: 0, 106, 364 ppm
Exposure time: 6 hrs/d
Test period: GD 6-15
NOAEL Teratogenicity: 364 ppm

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	NOAEL Maternal: 364 ppm
Naphthalene	Species: Rabbit Application Route: oral gavage Dose: 40, 200, 400 mg/kg Test period: 29 d, GD 6-18 NOAEL Teratogenicity: 400 mg/kg
Jet A Aviation Fuel Aspiration toxicity	: May be fatal if swallowed and enters airways. Substances known to cause human aspiration toxicity hazards or to be regarded as if they cause human aspiration toxicity hazard.
CMR effects	
Naphthalene	: Carcinogenicity: Limited evidence of carcinogenicity in animal studies
Jet A Aviation Fuel Further information	: Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting. Concentrations substantially above the TLV value may cause narcotic effects. Solvents may degrease the skin.

SECTION 12: Ecological information**Toxicity to fish**

Kerosene C9-C16	: LL50: 2 - 5 mg/l Exposure time: 96 h Species: Oncorhynchus mykiss (rainbow trout) Method: OECD Test Guideline 203
Naphthalene	LC50: 3.2 mg/l Exposure time: 96 h Species: Pimephales promelas (fathead minnow)

Toxicity to daphnia and other aquatic invertebrates

Kerosene C9-C16	: EL50: 1.4 mg/l Exposure time: 48 h Species: Daphnia magna (Water flea) Method: OECD Test Guideline 202
Naphthalene	LC50: 2.16 mg/l Exposure time: 48 h Species: Daphnia magna (Water flea)

Toxicity to algae

Kerosene C9-C16	: EL50: 1 - 3 mg/l Exposure time: 72 h Species: Raphidocellus subcapitata (algae)
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Method: OECD Test Guideline 201

Naphthalene

EC50: 2.96 mg/l
 Exposure time: 48 h
 Species: Selenastrum capricornutum (algae)

Biodegradability : Expected to be ultimately biodegradable

Elimination information (persistence and degradability)

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal., Toxic to aquatic life with long lasting effects.

Ecotoxicology Assessment

Short-term (acute) aquatic hazard

Kerosene C9-C16 : Toxic to aquatic life.

Naphthalene : Very toxic to aquatic life.

Long-term (chronic) aquatic hazard

Kerosene C9-C16 : Toxic to aquatic life with long lasting effects.

Naphthalene : Very toxic to aquatic life with long lasting effects.

SECTION 13: Disposal considerations

The information in this SDS pertains only to the product as shipped.

Use material for its intended purpose or recycle if possible. This material, if it must be discarded, may meet the criteria of a hazardous waste as defined by US EPA under RCRA (40 CFR 261) or other State and local regulations. Measurement of certain physical properties and analysis for regulated components may be necessary to make a correct determination. If this material is classified as a hazardous waste, federal law requires disposal at a licensed hazardous waste disposal facility.

Product : The product should not be allowed to enter drains, water courses or the soil. Do not contaminate ponds, waterways or ditches with chemical or used container. Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents. Dispose of as unused product. Do not re-use empty containers. Do not burn, or use a cutting torch on, the empty drum.

SECTION 14: Transport information

The shipping descriptions shown here are for bulk shipments only, and may not apply to shipments in non-bulk packages (see regulatory definition).

Consult the appropriate domestic or international mode-specific and quantity-specific Dangerous Goods Regulations for additional shipping description requirements (e.g., technical name or names, etc.) Therefore, the information shown here, may not always agree with the bill of lading shipping description for the material. Flashpoints for the material may vary slightly between the SDS and the bill of lading.

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US DOT (UNITED STATES DEPARTMENT OF TRANSPORTATION)

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III

IMO / IMDG (INTERNATIONAL MARITIME DANGEROUS GOODS)UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III, (37.8°C), MARINE POLLUTANT,
(KEROSENE C9-C16)**IATA (INTERNATIONAL AIR TRANSPORT ASSOCIATION)**

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III

ADR (AGREEMENT ON DANGEROUS GOODS BY ROAD (EUROPE))UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III, (D/E), ENVIRONMENTALLY
HAZARDOUS, (KEROSENE C9-C16)**RID (REGULATIONS CONCERNING THE INTERNATIONAL TRANSPORT OF
DANGEROUS GOODS (EUROPE))**UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III, ENVIRONMENTALLY HAZARDOUS,
(KEROSENE C9-C16)**ADN (EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE
OF DANGEROUS GOODS BY INLAND WATERWAYS)**UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III, ENVIRONMENTALLY HAZARDOUS,
(KEROSENE C9-C16)

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

SECTION 15: Regulatory information**National legislation**

SARA 311/312 Hazards : Flammable (gases, aerosols, liquids, or solids)
Skin corrosion or irritation
Carcinogenicity
Specific target organ toxicity (single or repeated exposure)
Aspiration hazard

CERCLA Reportable : 3333 lbs
Quantity
Naphthalene

SARA 302 Reportable : This material does not contain any components with a SARA
Quantity 302 RQ.

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SARA 302 Threshold Planning Quantity : This material does not contain any components with a section 302 EHS TPQ.

SARA 304 Reportable Quantity : This material does not contain any components with a section 304 EHS RQ.

SARA 313 Components : The following components are subject to reporting levels established by SARA Title III, Section 313:

: Naphthalene - 91-20-3

Clean Air Act

Ozone-Depletion Potential : This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 112 (40 CFR 61):
: Naphthalene - 91-20-3

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

US State Regulations

Pennsylvania Right To Know : Kerosene C9-C16 - 8008-20-6
Naphthalene - 91-20-3

Pennsylvania Right To Know : Kerosene C9-C16 - 8008-20-6
Naphthalene - 91-20-3

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New Jersey Right To Know

: Kerosene C9-C16 - 8008-20-6
Naphthalene - 91-20-3

California Prop. 65 Components

: WARNING! This product contains a chemical known in the State of California to cause cancer.
Naphthalene 91-20-3

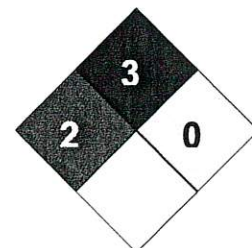
WARNING! This product contains a chemical known in the State of California to cause cancer.

Notification status

Europe REACH	:	Not in compliance with the inventory
Switzerland CH INV	:	On the inventory, or in compliance with the inventory
United States of America (USA) TSCA	:	On or in compliance with the active portion of the TSCA inventory
Canada DSL	:	All components of this product are on the Canadian DSL
Australia AICS	:	On the inventory, or in compliance with the inventory
New Zealand NZIoC	:	On the inventory, or in compliance with the inventory
Japan ENCS	:	On the inventory, or in compliance with the inventory
Korea KECI	:	A substance(s) in this product was not registered, notified to be registered, or exempted from registration by CPChem according to K-REACH regulations. Importation or manufacture of this product is still permitted provided the Korean Importer of Record has themselves notified the substance or the exported amount does not exceed the minimum threshold quantity of the non-registered substance(s).
Philippines PICCS	:	On the inventory, or in compliance with the inventory
China IECSC	:	On the inventory, or in compliance with the inventory
Taiwan TCSI	:	On the inventory, or in compliance with the inventory

SECTION 16: Other information

NFPA Classification : Health Hazard: 2
Fire Hazard: 3
Reactivity Hazard: 0

**Further information**

Legacy SDS Number : 1975

Significant changes since the last version are highlighted in the margin. This version replaces all previous versions.

Jet A Aviation Fuel

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Revision Date 2021-02-09

The information in this SDS pertains only to the product as shipped.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Key or legend to abbreviations and acronyms used in the safety data sheet

ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

Proposal in response to:
City of San Diego
Invitation to Bid #10089895-23-B

Introduction

Crownair Aviation has been providing aviation fuel to the SDPD and SD Fire / Rescue for the past 10 years. Crownair has proven it has the resources in people, equipment, and fuel quality to meet and exceed the needs of the City.

Crownair welcomes any questions that may arise during the evaluation process of this proposal/bid.

Exception:

City has responded that the commercial driver's license is not required. See attached written response.

EXHIBIT B – SCOPE OF WORK Sections A-V

**A: 1-Police Department
2-Fire-Rescue Department**

Crownair is currently equipped to provide fuel as outlined in this section. Crownair currently 'tops off' the fuel truck daily that is used by the SDPD. The SD Fire-Rescue department brings its fuel trucks to the fuel storage area where Crownair personnel provide the fuel required. Crownair trucks are available for full-service fuel service at all times, but it is understood that it would be a rare occasion it would be necessary.

B: Licenses:

The license requirements for [Commercial Drivers License with Hazmat endorsement] only apply to vehicles driven on the road that are subject to DOT requirements. Crownair Aviation trucks are not licensed to be on the public roadways and its employees are only required to have a valid Class C license in order to drive on the airport. (see Tab [Licenses] for a copy of the Certificate of Payment of Business Tax).

C: Jet A Turbine Fuel Specifications

The fuel to be provided under this agreement conforms to ASTM D1655 – Standard Specification for Aviation Turbine Fuels.

D: Fuel Test

Crownair tests its Jet A fuel according to ASTM standards as follows:

- Upon receipt prior to acceptance
- Sumps tested daily for all tanks
- Sumps tested daily for all trucks
- Monthly Millipore testing on all trucks.

Records of the above tests can be provided upon request. Also, Crownair can certify that the product supplied meets Federal Aviation Standards.

E: Requirements

Crownair accepts all responsibility for the materials and equipment as is outlined in section E.

1. Crownair has a 1,200 gallon Jet A Isuzu truck positioned at the ABLE base full time. It is topped off daily by Crownair personnel. This truck was procured specifically for the SDPD operation. A retractable safety railing that sits above the tank has been disabled to prevent an inadvertent activation that could interfere with the helicopter rotor.
 - a. - c. Crownair Line Service Hours are from 0530 – 2100 daily, 365 days a year and requests can be responded to within 30 minutes during these hours. After hours 2100 – 0530 Crownair has a call back service that is typically fulfilled within 30-60 minutes, but in no case more than 120 minutes.

F: Substandard Products

Crownair Aviation agrees to uphold the standard outlined in this section.

G: Rules and Regulations

Crownair Aviation agrees to uphold the standard outlined in this section.

H: Damages

Crownair Aviation agrees to uphold the standard outlined in this section.

I: Fuel Disbursement Documentation

Crownair Aviation agrees to uphold the standard outlined in this section.

J: Availability

Crownair Aviation agrees to uphold the standard outlined in this section.

K: Emergency Deliveries

Crownair Aviation agrees to the terms outlined in this section.

L: Excusable Delays

Crownair Aviation agrees to uphold the standard outlined in this section.

M: Termination

Crownair Aviation agrees to the terms outlined in this section.

N: Invoicing

Crownair Aviation agrees to the terms outlined in this section. It is expected that Crownair would continue billing in the manner it has for the past 10 years and any changes are easily implemented at the request of the City during the contract.

O: Changes

Crownair Aviation agrees to the terms outlined in this section.

P: SAFETY DATA SHEETS

See Tab 2.11 SDS JETA for the MSDS for JetA supplied under this agreement.

Q: Additional Insurance Requirements

Crownair Aviation agrees to the terms outlined in this section.

R: Criminal Background Screening

Crownair Aviation agrees to the terms outlined in this section.

S: Technical Representative

Crownair will communicate directly with the Technical Contact and Purchasing Agent in their respective roles upon successfully being awarded the contract.

T: Payment Card Industry Data Security Standards (PCI DSS)

Crownair will comply with all of the provisions outlined as it relates to the security of data and to the indemnity related to data security.

U: Pricing

The price per gallon on July 31, 2022 is:

\$ 3.85121/gallon.

This is the wholesale price fully burdened to include FOB destination, and includes delivery, freight and any other costs required to provide the requirements as specified in the ITB. It does not include any taxes, airport flowage fees, or regulatory fees.

The federal Excise taxes must be paid up front and a credit applied to receive the applicable refund. Upon receipt of a Federal Excise Tax Exemption Certificate Crownair can apply for a refund and remit any refunds received on City's behalf to City. Any special fees or costs to procure the refund would be the responsibility of the City.

Unit of measure is US gallons.

See Attached: 6-month history of JetA wholesale costs.

V: Price Schedule

See attached Extended Estimate based on the price per gallon of JetA on July 31, 2022 with the respective Bidder's Mark Up from Wholesale per gallon price.

6-Month Wholesale Pricing Summary

Date	Gallons	Wholesale Price/Gallon
2/2/22	7,690.00	2.87886
2/7/22	7,701.00	2.87886
2/9/22	7,674.00	2.92836
2/16/22	7,482.00	2.91466
2/17/22	7,493.00	2.91466
2/23/22	7,487.00	2.85456
2/25/22	7,649.00	2.92836
2/28/22	7,697.00	2.85456
3/3/22	7,483.00	3.59796
3/10/22	7,465.00	3.52686
3/11/22	7,676.00	3.41976
3/14/22	7,580.00	3.41976
3/17/22	7,586.00	3.73936
3/21/22	7,581.00	3.73936
3/23/22	7,569.00	3.59856
3/25/22	7,576.00	3.59856
3/30/22	7,661.00	4.44096
4/4/22	7,652.00	4.44096
4/6/22	7,692.00	4.44096
4/12/22	7,434.00	4.23386
4/15/22	7,519.00	4.23386
4/19/22	7,466.00	3.99596
4/25/22	7,258.00	4.27766
4/22/22	7,481.00	4.07766
4/26/22	7,576.00	4.07766
4/29/22	7,657.00	4.15676
5/5/22	7,365.00	4.59626
5/10/22	7,170.00	4.59626
5/10/22	7,458.00	4.59626
5/12/22	7,471.00	4.69496
5/18/22	7,459.00	4.26766
5/23/22	7,554.00	4.26766
5/23/22	7,564.00	4.26766
5/27/22	7,660.00	4.10376
5/28/22	7,647.00	4.10376
5/31/22	7,462.00	3.73616
5/31/22	7,462.00	4.22736
6/7/22	7,458.00	4.22732
6/8/22	7,554.00	4.59176
6/14/22	7,553.00	4.59176
6/14/22	7,448.00	4.59176
6/17/22	7,650.00	4.62581
6/17/22	7,452.00	4.62581
6/24/22	7,645.00	4.63045
6/27/22	7,448.00	4.63045
6/30/22	7,644.00	4.46506
7/13/22	7,545.00	4.46507
7/15/22	7,137.00	4.23315
7/15/22	7,140.00	3.87548
7/15/22	7,527.00	3.87548
7/19/22	7,436.00	4.01022
7/25/22	7,639.00	4.01022
7/27/22	7,522.00	3.85121