



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

February 27, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
56 February 27, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS
AIRCRAFT FUELING CONCESSION SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 5)
(4 VOTES)

SUBJECT

Public Works is seeking Board approval to award two service contracts to MH Aviation, Inc., at General William J. Fox Airfield in Lancaster and Billion Air Aviation, Inc., at Whiteman Airport in Pacoima for aircraft fueling concession services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act or in the alternative that the actions are exempt for the reasons stated in this Board letter and the record.
2. Award two service contracts to MH Aviation, Inc., at General William J. Fox Airfield and Billion Air Aviation, Inc., at Whiteman Airport for aircraft fueling concession services. These service contracts will be for a term of 3 years with two 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 5 years and 6 months.
3. Delegate authority to the Director of Public Works or his designee to execute the following contracts: (1) renew the contracts for each additional renewal option and extension period if, in the opinion of the Director or his designee, MH Aviation, Inc., and Billion Air Aviation, Inc., have

successfully performed during the previous contract period and these services are still required; (2) approve and execute amendments to incorporate necessary changes within the scope of work; (3) increase or decrease the fuel flowage fee and throughput fee from time to time according to the financial needs of the County airports, if required; (4) and suspend work if it is the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to award two service contracts to provide fueling concession services at General William J. Fox Airfield (WJF) and Whiteman Airport (WHP). Fuel concession service was previously provided by an airport management and maintenance contract that expired on July 31, 2021. Public Works has since used its limited County airport personnel to provide full-service and self-service aircraft fueling services at WJF and WHP. These contracts will benefit airport customers by allowing Public Works to optimize the use of its airport personnel by focusing on the operation, maintenance, and development of the airports in a safe, compatible, and compliant manner while also ensuring that full-service and self-service aircraft fueling services continue to be available to airport customers at these County owned airports.

Approval of the recommended actions will find that they are not subject to or, in the alternative, exempt from the California Environmental Quality Act (CEQA) and allow Public Works to award two service contracts, one each to MH Aviation (MHA), Inc., and Billion Air Aviation (BAA), Inc., to provide aircraft fueling concession services at WJF and WHP, respectively. The work to be performed will consist of storing, handling, and dispensing aviation fuel to airport customers by utilizing the County-owned storage and dispensing facilities at the airports.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by contracting with local small businesses to provide services to airport customers and ensuring that resources are expended in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Under the terms of each contract, the contractor must provide all aviation fuels at competitive pricing to airport customers. The contractor will pay the County a fuel flowage fee for each gallon of aviation fuel (Avgas and Jet A) dispensed by the contractor at WJF and WHP. The flowage fees are \$0.15 per gallon for Avgas and \$0.15 per gallon for Jet A. The contractor will also pay the County a throughput fee for each gallon of aviation fuel dispensed by the contractor at WJF and WHP. The throughput fees are \$0.07 per gallon for Avgas and \$0.07 per gallon for Jet A. The fuel flowage fee and throughput fee may be increased or decreased from time to time according to the financial needs of the County airports.

Based on the annual average of 676,740 gallons of aviation fuel sold at WJF and WHP in 2020, 2021, and 2022, the contracts are expected to generate approximately \$148,882 in revenue from fuel flowage and throughput fees per year. Such revenues will be deposited in the Aviation Enterprise Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors, MHA, Inc., is located in Lancaster, California, and BAA, Inc., is located in El Monte, California. These services contracts will commence upon the Board's approval and execution by both parties, whichever occurs last, for a period of 3 years. With the Board's delegated authority, Public Works may renew these contracts for two 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. The County may also authorize an extension of time to the contracts' maximum potential term not to exceed 180 days.

County Counsel will review the contracts (Enclosure A) as to form prior to approval. The recommended contracts with MHA, Inc., and BAA, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard service contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise Program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the contracted airport concession services are expressly authorized by Section 25536 of the Government Code; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to provide fuel services to airplanes at WJF and WHP is an administrative activity of government that will not result in direct or indirect physical changes to the environment.

In the alternative, the recommended action is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the actions will not have a significant effect on the environment.

Upon the Board's approval, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

On February 21, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,340 Local Small Business Enterprises, 149 Disabled Veteran Business Enterprises, 148 Social Enterprises, 843 Community Business Enterprises, 45 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 18, 2023, five proposals were received. Two proposals were disqualified for failure to meet the minimum requirements of the RFP. The remaining proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP that included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these service contracts be awarded to the highest rated, responsive, and responsible proposers, MHA, Inc., located in Lancaster, California, for WJF, and BAA, Inc., located in El Monte, California, for WHP. Public Works notified the applicable union of this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Aviation Division.

Respectfully submitted,



MARK PESTRELLA, PE
Director

MP:PM:yr

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

AGREEMENT FOR
AIRCRAFT FUELING CONCESSION SERVICES PROGRAM (BRC0000387)
FOR WHITEMAN AIRPORT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Billion Air Aviation, Inc., a California corporation, located at 4233 Santa Anita Avenue, Suite #7, El Monte, CA 91731, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 18, 2023, hereby agrees to provide services as described in this Contract for aircraft fueling concession services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work for Whiteman Airport (WHP); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Background on Whiteman Airport; Exhibit H, Fuel Facility Terminal Building Diagram for Whiteman Airport; Exhibit I, Minimum Standards for Whiteman Airport; Exhibit J, Waiver of Minimum Standards, Exhibit K, Environmental Provisions; and Exhibit L, Required Federal Provisions; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The CONTRACTOR understands and agrees that this Concession Agreement is by license and not lease; confers only permission to occupy and use the concession premises described for prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to CONTRACTOR any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the premises for the concession services granted herein.

The concession is granted subject to the rights reserved by the COUNTY, its officers, agents and employees to enter the Fuel Facilities at the Airport at any time and for any purpose necessary or convenient in connection with airport operations, and/or to make any other use of the facilities as may be necessary in connection therewith, and Contractor shall have no claim for damages of any character on account thereof against the COUNTY or any agent, officer or employee thereof. The COUNTY may make inspections concerning the operation and maintenance of the fuel concession granted and may prohibit any permanent modifications to the County-owned fuel storage and dispensing facilities, as

indicated in Exhibit A, Scope of Work, and shown as the fuel facilities of the County Airport map, Exhibits G – L, (each a Fuel Facility and collectively, Fuel Facilities).

FOURTH: The CONTRACTOR is a private entity that is duly licensed and certified to engage in the business of fuel services; and warrants that possesses the competence, expertise, equipment, resources and personnel necessary to provide the services contracted hereby.

FIFTH: The Contractor hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereover, in and to the demised premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

SIXTH: Ownership of all existing structures, and of all structures, buildings and/or improvements constructed by the Contractor upon the Fuel Facilities and all alterations, additions or betterments thereto, shall immediately vest and be vested in County at all times during and after the term hereof, without compensation being paid therefor. Such structures, buildings and/or improvement shall be surrendered to County with the remainder of the Fuel Facilities upon termination of this Contract.

SEVENTH: The County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the Fuel Facilities premises for utilities and/or public access, provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operation to be conducted hereunder. Should the establishment of such easements permanently deprive the Contractor of the use of a portion of the Fuel Facilities, an abatement of payments shall be provided in an amount proportional to the total area of the premises in the before and after conditions.

EIGHTH: The CONTRACTOR agrees to pay the COUNTY during the terms of this Contract, a monthly non-negotiable fee of \$100 for its use of electricity, water, telephone, and internet, collectively known as Utilities. Should the Fuel Facilities premises become separately metered for electricity, water, telephone, and internet during the terms of this contract, the CONTRACTOR shall fully be responsible for paying its monthly Utilities bills directly to the utility companies.

NINTH: The CONTRACTOR agrees to charge the public no more than the proposed After Hour Jet A Full-Service Fueling Service Fee set forth in the Proposal and attached hereto as Form PW-2.1.

TENTH: The CONTRACTOR shall pay the COUNTY a fuel flowage fee set forth in the Proposal and attached hereto as Form PW-16.1, for each gallon of aviation fuel (Avgas and Jet A) dispensed by the Contractor at the Airport. The current flowage fees are \$0.15 per gallon for Avgas and \$0.15 per gallon for Jet A, which may be modified by the County from time to time, as described in Exhibit A, Scope of Work Section F, Contract Cost. The CONTRACTOR shall pay the fuel flowage fees to the County on the fifteenth (15th) day of each month for each gallon of aviation fuel (Avgas and Jet A) dispensed by Contractor at the Airport during the prior month.

ELEVENTH: The CONTRACTOR shall pay the COUNTY a throughput fee set forth in the Proposal and attached hereto as Form PW-16.1, for each gallon of aviation fuel (Avgas and Jet A) dispensed by the Contractor at the Airport. The current throughput fee is \$0.07 per gallon for both Avgas and Jet A. The CONTRACTOR shall pay the throughput fee to the County on the fifteenth (15th) day of each month for each gallon of aviation fuel (Avgas and Jet A) dispensed by Contractor at the Airport during the prior month.

TWELFTH: This Contract's initial term will be for a period of 3 years commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to two additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

THIRTEENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract.

FOURTEENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

FIFTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions will control and be binding.

SIXTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

SEVENTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together,

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

BILLION AIR AVIATION, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

AGREEMENT FOR
AIRCRAFT FUELING CONCESSION SERVICES PROGRAM (BRC0000387)
FOR GENERAL WILLIAM J. FOX AIRFIELD

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MH Aviation, Inc., a California corporation, located at 4651 William J. Barnes Avenue, Lancaster, CA 93536, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 18, 2023, hereby agrees to provide services as described in this Contract for aircraft fueling concession services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work for General William J. Fox Airfield (WJF); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Background on General William J. Fox Airfield; Exhibit H, Fuel Facility Terminal Building Diagram for General William J. Fox Airfield; Exhibit I, Minimum Standards for General William J. Fox Airfield; Exhibit J, Waiver of Minimum Standards, Exhibit K, Environmental Provisions; and Exhibit L, Required Federal Provisions; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The CONTRACTOR understands and agrees that this Concession Agreement is by license and not lease; confers only permission to occupy and use the concession premises described for prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to CONTRACTOR any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the premises for the concession services granted herein.

The concession is granted subject to the rights reserved by the COUNTY, its officers, agents and employees to enter the Fuel Facilities at the Airport at any time and for any purpose necessary or convenient in connection with airport operations, and/or to make any other use of the facilities as may be necessary in connection therewith, and Contractor shall have no claim for damages of any character on account thereof against the COUNTY or any agent, officer or employee thereof. The COUNTY may make inspections concerning the operation and maintenance of the fuel concession granted and may prohibit any

permanent modifications to the County-owned fuel storage and dispensing facilities, as indicated in Exhibit A, Scope of Work, and shown as the fuel facilities of the County Airport map, Exhibits G – L, (each a Fuel Facility and collectively, Fuel Facilities).

FOURTH: The CONTRACTOR is a private entity that is duly licensed and certified to engage in the business of fuel services; and warrants that possesses the competence, expertise, equipment, resources and personnel necessary to provide the services contracted hereby.

FIFTH: The Contractor hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereover, in and to the demised premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

SIXTH: Ownership of all existing structures, and of all structures, buildings and/or improvements constructed by the Contractor upon the Fuel Facilities and all alterations, additions or betterments thereto, shall immediately vest and be vested in County at all times during and after the term hereof, without compensation being paid therefor. Such structures, buildings and/or improvement shall be surrendered to County with the remainder of the Fuel Facilities upon termination of this Contract.

SEVENTH: The County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the Fuel Facilities premises for utilities and/or public access, provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operation to be conducted hereunder. Should the establishment of such easements permanently deprive the Contractor of the use of a portion of the Fuel Facilities, an abatement of payments shall be provided in an amount proportional to the total area of the premises in the before and after conditions.

EIGHTH: The CONTRACTOR agrees to pay the COUNTY during the terms of this Contract, a monthly non-negotiable fee of \$100 for its use of electricity, water, telephone, and internet, collectively known as Utilities. Should the Fuel Facilities premises become separately metered for electricity, water, telephone, and internet during the terms of this contract, the CONTRACTOR shall fully be responsible for paying its monthly Utilities bills directly to the utility companies.

NINTH: The CONTRACTOR agrees to charge the public no more than the proposed After Hour Jet A Full-Service Fueling Service Fee set forth in the Proposal and attached hereto as Form PW-2.2.

TENTH: The CONTRACTOR shall pay the COUNTY a fuel flowage fee set forth in the Proposal and attached hereto as Form PW-16.2, for each gallon of aviation fuel (Avgas and Jet A) dispensed by the Contractor at the Airport. The current flowage fees are \$0.15 per gallon for Avgas and \$0.15 per gallon for Jet A, which may be modified by the County from time to time, as described in Exhibit A, Scope of Work Section F, Contract Cost. The CONTRACTOR shall pay the fuel flowage fees to the County on the fifteenth (15th) day of each month for each gallon of aviation fuel (Avgas and Jet A) dispensed by Contractor at the Airport during the prior month.

ELEVENTH: The CONTRACTOR shall pay the COUNTY a throughput fee set forth in the Proposal and attached hereto as Form PW-16.2, for each gallon of aviation fuel (Avgas and Jet A) dispensed by the Contractor at the Airport. The current throughput fee is \$0.07 per gallon for both Avgas and Jet A. The CONTRACTOR shall pay the throughput fee to the County on the fifteenth (15th) day of each month for each gallon of aviation fuel (Avgas and Jet A) dispensed by Contractor at the Airport during the prior month.

TWELFTH: This Contract's initial term will be for a period of 3 years commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to two additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

THIRTEENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract.

FOURTEENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

FIFTHTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions will control and be binding.

SIXTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

SEVTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together,

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

MH AVIATION, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR AIRCRAFT FUELING CONCESSION SERVICES

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
MH Aviation, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Billion Air Aviation, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Loyd's Aviation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
AIRCRAFT FUELING CONCESSION SERVICES

FIRM INFORMATION*	MH Aviation, Inc.	Billion Air Aviation, Inc.	Loyd's Aviation
BUSINESS STRUCTURE	Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION			
OWNERS/PARTNERS		NUMBER/% OF OWNERSHIP	
Black/African American	0	0	0
Hispanic/Latino	0	0	0
Asian or Pacific Islander	0	0	0
Native American	0	0	0
Subcontinent Asian	0	0	0
White	2/100%	1/100%	5/100%
TOTAL	2	1	5
Female (included above)	1/50%	0	1/50%
COUNTY CERTIFICATION			
CBE	N/A	N/A	N/A
LSBE	N/A	N/A	N/A
OTHER CERTIFYING AGENCY			
	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



(/LACoBids/)

lacounty.gov

Home (/LACoBids/)

Solicitation Detail

Solicitation Number:	BRC0000387		
Title:	Aircraft Fueling Concession Services (BRC0000387)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	AIRPLANE/HELICOPTER SERVICES (NOT OTHERWISE CLASSIFIED)		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the Aircraft Fueling Concession Services (BRC0000387). This solicitation will result in two revenue generating contracts for two County-owned Airports, Whiteman Airport and General William J. Fox Airfield. These two contracts have been designed to have a potential maximum contract term of 5 years, consisting of an initial 3-year term and two potential additional 1-year optional renewals. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Ms. Jessica Dunn at (626) 458-4169 or jdunn@pw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>Note: Public Works intends to award two services contracts, one for each County owned Airports identified above as:</p> <ul style="list-style-type: none"> • Whiteman Airport (WHP) • General William J. Fox Airfield (WJF) <p>Proposers may submit proposals for any or both of the two County-owned Airports. Proposers must clearly specify which County-owned Airports they are submitting a proposal(s) for. Proposals will be evaluated and awarded independently for each County-owned Airports.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p>		
			Less
Open Day:	2/21/2023	Close Date:	4/18/2023 5:30:00 PM
Contact Name:	Jessica Dunn	Contact Phone:	(626) 458-4169
Contact Email:	jdunn@pw.lacounty.gov		
Last Changed On:	3/28/2023 3:29:07 PM		
Attachment File (0):	<p>Click here to download attachment files.</p>		

