

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



LNG (Liquefied Natural Gas)

CONTRACT NO. 32709

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Seal Beach CA ON THE 25 DAY OF June, 20 12
CITY STATE MONTH

COMPANY NAME: Clean Energy TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 3020 Old Ranch Parkway CITY: Seal Beach STATE: CA ZIP: 90740

PHONE: (562) 493-2804 FAX: (562) 493-4532

S/ [Signature] Senior Vice President, Sales & Finance
(SIGNATURE) (TITLE)

Peter J. Grace pgrace@cleanenergyfuels.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Chief Marketing Officer
(SIGNATURE) (TITLE)

James N. Harger jharger@cleanenergyfuels.com
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management

7/31/12
Date

APPROVED AS TO FORM July 25, 2012
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of California
- Partnership State of _____
 - General Limited
- Joint Venture
- Individual DBA _____
- Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

- Black Asian Other Non-white
- Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

- Male Yes - Physically Challenged Under 65
- Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

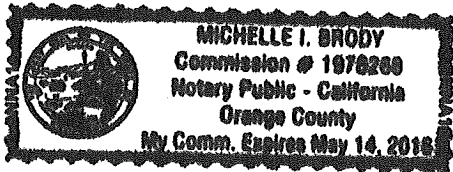
State of California

County of Orange

On 6/25/12 Before me, Michelle I. Brody, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Peter J. Grace, James N. Harger
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Michelle I. Brody
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
CORPORATE OFFICERS
PARTNER(S)
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

Chief Marketing Officer & Senior Vice President Sales & Finance
TITLE(S)

Invitation to Bid
TITLE OR TYPE OF DOCUMENT

2
NUMBER OF PAGES

6/25/12
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlslr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____
Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: JUNE 26, 2012
TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)
MICHELLE KING 562-570-6200
BUYER TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
MICHELLE KING 562-570-6200
DEPARTMENT CONTACT TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO X _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

21. PERMITS, LICENSES, AND CERTIFICATES

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. [REDACTED] and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement.

In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PA00212 Liquefied Natural Gas (LNG) REBID

IMPORTANT DATES:

BID ADVERTISEMENT DATE: MONDAY, JUNE 11, 2012

DEADLINE TO SUBMIT QUESTIONS: TUESDAY, JUNE 19, 2012 BY 4:00 PM PST

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL TO
FUELPURCHASING@LONGBEACH.GOV

**FOR ANY QUESTIONS SUBMITTED, PLEASE PUT IN SUBJECT LINE:
QUESTIONS FOR BID PA00212 LNG REBID**

CITY TO RESPOND TO QUESTIONS: THURSDAY, JUNE 21, 2012 BY 4:00 PM PST

All questions and answers will be posted as an addendum on the City website.

BID DUE DATE: TUESDAY, JUNE 26, 2012 AT 11:00 AM PST

BIDS ARE TO BE SUBMITTED IN A SEALED ENVELOPE AND MAILED TO:

CITY OF LONG BEACH
CITY CLERK - PA00212 LNG *REBID"
ATTN: MICHELLE KING
1ST FLOOR LOBBY LEVEL
333 W. OCEAN BLVD.
LONG BEACH, CA 90802

**PA-00212 REBID
LNG (Liquefied Natural Gas)**

1. OVERVIEW

- 1.1 City of Long Beach is soliciting bids for Liquefied Natural Gas (LNG). The City's need is for liquefied natural gas fuel and related supplies for a current vehicle inventory of 97, such as Truck Tractor, Refuse Trucks, Street Sweepers and Dump Trucks. The annual estimated usage is estimated to be 700,000 gallons per year and may vary with the replacement of the City's fleet.
- 1.2 There is no guarantee that this total will be reached or not exceeded. Contractor agrees to supply LNG fuel at the unit prices quoted in accordance with actual requirements throughout the contracted period.

2. RIGHT TO REJECT

- 2.1 The City reserves the right in its sole discretion to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performances of the items.

3. BID PROTEST PROCEDURES

- 3.1 Time for Protest – Bidders must submit a protest within seven (7) calendar days after the date of the bid opening. The protest must be received by the Business Relations Manager by the close of business on the seventh (7) day.
- 3.2 Form of Protest – The protest must be in writing, must identify the bid number and must be signed by the same person who signed the bid. The protest may be submitted by fax, email, hand-delivered, or mailed. But, if it is submitted by fax or email, the original must be mailed at the same time. The protest must state the basis for the protest and include all relevant information to support that basis. No additional information will be accepted after the Business Relations Manager receives the original protest unless the additional information is requested by the Business Relations Manager.
- 3.3 Submission of Protest – Submit the protest to the Business Relations Manager. The Business Relations Manager will review and investigate the protest and send a reply with the decision within ten (10) calendar days after receipt of the protest. The Business Relations Manager will mail the reply to the address shown on the bid from the person submitting the protest.
- 3.4 Final Decision – The decision of the Business Relations Manager shall be final and conclusive.

4. **CURRENT LNG FUEL SITE INFORMATION**

Location: 2600 Temple Avenue, Long Beach, CA 90806

Access: Site is inside a City security gated facility. Access after hours requires a phone call to enter through gate.

5. **FUELING EQUIPMENT**

LNG Tank Manufacture: Taylor Wharton (Double walled construction w/vacuum-powder insulation.
of Tanks: Two (2)
Tank Capacity: 16,300 U.S. liquid gallons each
Model No.: VT-16300-175-LNG
Ullage: 10% (each tank should not be filled with more than 14,670 gallons)

6. **FUEL SPECIFICATIONS**

Liquefied Natural Gas (LNG), bulk supply, as required by the contract period beginning with the date of the award of the contract and in accordance with the following product composition and testing methods established by the American Society for Testing Materials (ASTM):

METHANE	97% Minimum (ASTM D 1945-81)
OTHER HYDROCARBONS	1% Maximum (ASTM D 2650-88)
OTHER INERT GASES	No more than 3% total delivered in liquid form (ASTM D 1945-81)
ETHANE	1% Maximum (ASTM D 1945-81)
WATER	500 ppm Maximum (ASTM D 2650-88)
CARBON DIOXIDE	3000 ppm Maximum (ASTM D 2650-88)
MERCURY	20 ppm Maximum (ASTM D 2650-88)
PRESSURE (relative heat value)	40 psig Maximum (ASTM D 3588)
SULFUR	16 ppm by volume (Title 17 CCR Section 94112)

6.1 Contractor shall be required to provide "Premium" grade LNG fuel. Premium grade LNG fuel composition shall meet the above criteria.

7. **CONTRACTOR'S RESPONSIBILITIES**

7.1 Contractor shall perform all deliveries to City facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering City personnel or property. Contractor shall have adequate equipment for delivery of goods on the proposed contract.

7.2 Contractor shall be liable for any damage or citations incurred as a result of any spills or releases. 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 any circumstances, causes a spill or release while delivering.

7.3 It is the responsibility of Contractor to have the delivery driver determine the exact tank level before unloading fuel into the tank. The individual tank gallon level readings shall be taken prior to unloading fuel and after unloading fuel and will be recorded on the delivery receipts. Delivery tickets are to be signed by designated City personnel at time and place of delivery when possible.

7.4 Unless provided otherwise in this agreement, Contractor shall have title to and bear risk of any loss of or damage to the items purchased under this contract until they are delivered in conformity with this agreement.

8. **LNG FUEL TAXES**

8.1 Prices quoted in this bid shall exclude all applicable, Federal Excise Tax, Sales or Use taxes, Superfund taxes and State of California Motor Vehicle Fuel taxes. The City of Long Beach is exempt from paying Federal Excise taxes. Upon request, the City shall furnish the Contractor with a Federal exemption number. The City shall pay California Sales Tax and California Excise Tax when applicable, each listed as a separate line item on the invoice.

9. **ESTIMATED LNG USAGE**

9.1 Total LNG usage is estimated to be 700,000 gallons per year and may vary with the replacement of the City's fleet. There is no guarantee that this total will be reached or not exceeded. Contractor agrees to supply LNG fuel at the unit prices quoted in accordance with actual requirements throughout the contracted period.

10. **ORDER METHODS**

10.1 City of Long Beach, Fleet Services Bureau, shall place and authorize all orders for LNG fuel. Orders shall be made by e-mail or facsimile transmission for delivery to any City LNG fuel site. The City shall not pay for fuel orders not authorized by the Fleet Services Bureau. Contractor shall provide a phone number, e-mail address and fax number where orders can be placed on a daily basis or as needed.

10.2 Contractor shall make every attempt to deliver LNG fuel within specified time frame. Any delays in delivery shall be communicated to the contact listed below as soon as problems are discovered. In the event an order cannot be delivered within 8 hours of the expected delivery time, Contractor shall notify the Fleet Services Bureau Manager or designee and make arrangements to have LNG fuel delivered from another Contractor/supplier at the current contracted price by the normal planned delivery time.

10.3 The City will supply average daily fuel use by the day of the week to the Contractor for planning purposes.

11. **STANDARD ORDER**

11.1 The City will work with the Contractor to determine a standard order addressing fuel quantity, delivery days and times. The intent of the standard order is to fill up the tanks each delivery to the maximum allowed (90% of tank capacity, or leaving an ullage of 10%) and that the fuel level does not drop below 22,000 gallons (about 7 days of average usage). The standard order will be worked out at the beginning of the contract period. It is anticipated that the City will review the standard order periodically and adjust as needed.

11.2 Acceptable delivery times (from arrival through departure) for the Standard Order are between 6:00 PM and 5:30 AM. The Contractor must receive permission from the Fleet Services Bureau to fuel outside of the acceptable delivery times.

Standard Order and scheduling made by the City are to be communicated to the Contractor by:

e-mailing: cpeila@cleanenergyfuels.com

facsimile transmission to: (562) 493-4532.

12. **SPECIAL ORDERS**

12.1. City will place special orders as needed to the designated Contractor contact.

12.2 The Contractor shall supply that contact information. The City will follow-up any verbal communications regarding orders in writing and sent either via email or fax.

12.3 Special fuel orders shall be delivered within 36 hours of the order being placed.

12.4 Acceptable delivery times (from arrival through departure) for the Special Orders will be determined at the time of the order.

13. **EMERGENCY ORDERS**

13.1 City will place emergency orders as needed to the designated Contractor contact.

13.2 The Contractor shall supply that contact information. The City will follow-up any verbal communications regarding orders in writing and sent either via email or fax.

13.3 Emergency fuel orders shall be delivered within 24 hours of the order being placed.

13.4 Acceptable delivery times (from arrival through departure) for the Emergency Orders will be determined at the time of the order.

14. **CONTRACTOR CONTACT FOR SPECIAL AND EMERGENCY ORDERS**

14.1 Contractor shall provide a name and telephone number of the person for Special and Emergency Orders who will serve as the 24-hour, seven-day contact.

Name: Christa Peila

Telephone: (562) 546-0331 or (562) 619-6716

Email: cpeila@cleanenergyfuels.com

Fax: (562) 493-4532

15. **CITY CONTACT FOR DELIVERY PROBLEMS:**

15.1 Fuel Operations Section at office phone:
(562) 570-5430 or cell phone (562) 755-9452

15.2 Contractor may obtain remote fuel quantity monitoring capability at their own cost.

15. **STAND-BY TIME**

15.1 Contractor may charge for Stand-by Time if the driver needs to wait for the City to make the site available during the planned delivery times. If the delivery is late and the driver needs to wait, there is no charge to the City.

16. **DEMURRAGE CHARGES/ON-SITE LABOR**

16.1 The City shall be entitled to "standing time" at no charge for the purposes of unloading for no more than two hours. If unloading extends beyond two hours due to delays caused by City operations, Contractor may assess demurrage charges. Demurrage charges shall be applied in increments of one-quarter (1/4) hour.

17. **ACCEPTABLE FUEL/TIMELY PERFORMANCE**

17.1 Contractor shall deliver fuel meeting the minimum specifications set forth in this contract. The City will not pay for fuel delivered that does not meet the specifications. Should Contractor fail to deliver acceptable fuel in a timely manner, the City may purchase substitute fuel in the open market.

18. **COVER**

18.1 In the event of non-performance on the part of the Contractor, the City shall have the obligation to seek reasonable cover.

- 18.2 If substitute fuel is purchased, Contractor shall promptly reimburse the City for any excess costs occasioned by such purchase. Furthermore, any delays in the delivery of fuel beyond the delivery date/time (to be established by Fleet Services Bureau) will result in added expense to City; hence, the City shall be paid damages for such delay.
- 18.3 In as much as the amount of such damage will be extremely difficult to ascertain, Contractor shall agree to compensate the City in the amount of \$500.00 per calendar day, not to exceed up to \$5,000 per day for each scheduled order (delivery) that is not delivered on the scheduled day.
- 18.4 For example, if the delivery is due on February 1, but arrives on February 2, the compensation is for one day. The calculation starts on the "missed" day, (February 1) and does not include the day of the next delivery, (February 2). The amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty.
- 18.5 The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due under the contract. Nothing in this section should be read to exclude or negate other provisions expressed herein.
- 18.6 The City reserves the right to order fuels from an alternate source when it is in the best interest of the City to do so.
- 18.7 The City reserves the right to authorize a late delivery.

19. **FORCE MAJEURE**

- 19.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, illegality, acts of war and/or any other cause not reasonably foreseeable by the party whose performance is affected.

20. **BILL OF LADING/DELIVERY TICKETS**

- 20.1 A Bill of Lading or delivery ticket, stating the delivery date, the refinery of origin, the location and quantity delivered in gallons and weight, shall accompany each fuel delivery. In order to facilitate processing of invoices, each Bill of Lading shall have a unique number, and shall also reference the assigned PO.

21. **INVOICING**

- 21.1 Contractor shall bill the City for each delivery of fuel on a separate invoice. Invoices shall have unique numbers and shall clearly state the delivery date, ship to address, City contract number, PO, and Bill of Lading number. Invoices and the corresponding delivery tickets shall be submitted to the City within 30 days of delivery of fuel to a City site.

- 21.2 All charges on the invoice shall be listed as a separate line item and shall include shipping date, product description, amount ordered in gallons, whether it is a standing order or special order, date ordered (for special orders), amount delivered (in gallons), average LNG average price from prior month at the time fuel was delivered, State Excise Tax, Oil Spill fees and Sales Tax.
- 21.3 Copy of delivery receipt, composition report and the invoice shall be mailed or e-mailed to:

Fleet Services
Attn.: Fuel Operations
2600 Temple Ave
Long Beach, CA 90806
E-mail: ivan.ortega@longbeach.gov

- 21.4 Other City departments deciding to buy fuel off this contract at a later date shall notify Contractor of billing addresses once an account has been established. Prior to the start of the contract, Contractor may contact the Fleet Services Bureau at (562) 570-5430 regarding the required invoicing format. If necessary, a sample of the invoicing format may be required prior to the start of service.
- 21.5 Contractor shall be paid per invoice. Incomplete/incorrect invoices shall not be processed until corrected. All Invoices and payments shall be for gross gallons delivered. Any delivery modifications and credits shall be clearly stated on the invoice and shall be explained in the invoice documents.
- 21.6 Contractor's invoice shall document onsite system fuel inventory information showing before and after delivery readings and then compare that to the gallons of fuel delivered. Any differences must be reconciled and addressed on the invoice.

22. **FUEL SAMPLES**

- 22.1 Contractor shall be required to submit fuel samples for laboratory analysis any time the City may deem it necessary to ensure fuel delivered to the City meets the required specifications. Contractor shall provide for the container for the fuel samples free of charge. The laboratory contracted by the City to do such analysis will pick up the samples from the City sites. The City will pay for laboratory tests; however, Contractor shall reimburse the City for the tests and all costs associated with cleaning the tank and repairing damages to vehicles and equipment as a result of delivering LNG fuel that does not meet the specifications set forth in fuel specifications.

23. **DELIVERY TRUCKS/EQUIPMENT**

23.1 Contractor's equipment shall be compatible with City facilities including pumping equipment, if needed, for above ground loading of storage containers. LNG trucks used for City supply shall not be used for haulage of fuel other than LNG, unless tanks are cleaned prior to filling with LNG fuel to prevent contamination with other mixture.

24. **MONTHLY REPORTS**

24.1 Contractor shall maintain records of monthly fuel volumes delivered to the City and shall provide the City monthly reports of all the purchases, itemized by date delivered, quantity in gallons, type of fuel, the effective price, all taxes and fees. Monthly reports shall be submitted within 10 days following the last day each month.

25. **METHANE COMPOSITION**

25.1 City requires methane composition 97.00% through 98.50% at a 3.55 lbs/gal. conversion factor

25.2 City requires methane composition 98.51% and above at a 3.49 lbs/gal. conversion factor

SUPPLEMENTAL QUESTIONS

	Yes	No	Comments or Exceptions
<p>Instructions: Please respond to the following questions with a yes or no answer, or as instructed and if answer is no please explain. (Failure to answer accordingly may result in your bid being deemed non-responsive):</p>	Yes		
Does your company currently have an agreement with a source location(s) from which to procure or produce LNG that will meet or exceed the City of Long Beach's requirements, of approximately 700,000 gallons per year per year, during the term of this contract?	Yes		CE owns an LNG Production Plant in Boron, CA which is our exclusive supply. The Plant produces 180,000 gallons of LNG per day and has 1.5 million gallons of storage which uniquely ensures regular customer deliveries during possible production disruption. In addition, CE has a 15-year "exclusive" supply agreement with Desert Gas Services in Ehrenberg, AZ, and immediate access to three other LNG supply sources.
Does the total volume of LNG produced at your source location(s) exceed your commitments for all customers, including capacity required by the City of Long Beach during the term of this contract?	Yes		CE and our contracted suppliers can produce 385,000 gallons per day and have 2.73 million gallons of storage which far exceeds our commitments to existing customers, including capacity required by the City of Long Beach during the term of this contract.
It is estimated that the City will utilize approximately 700,000 gallons of LNG per year, Bidder shall certify that it has a current source location(s) from which it can procure or produce LNG that will meet or exceed the City's requirements during the term of this contract.	Yes		
List current liquefaction facilities your company owns, the daily production and the storage capacity at each site.	Yes		See Exhibit A

	Yes	No	Comments or Exceptions
Your company shall provide upon request by the City of Long Beach, documentation of all training (hazmat certification, licenses required to transport cargo, in-house training for off and on loading of cargo); safety records (spills, DMV or DOT citations), and maintenance records and certifications on (tanks, trucks, and trailers including any regulatory violations or citations) for all employees and equipment associated with the work under this agreement.	Yes		CE owns a fleet of 58 tanker trailers; however, we partner with Jack B. Kelley (JBK), owned by North America's largest tank hauler and logistics provider for transportation fuel. JBK's documentation will be supplied upon request.
Your company shall have a minimum of two years of on-time delivery which required deliveries to several locations daily.	Yes		
Bidder shall provide a minimum of three references that your company has serviced within the last 12 months (e.g., government/ commercial/ both)	Yes		Exhibit B
Bidder shall certify compliance with California Business and Professions Code Sec. 17043, which states that "it is unlawful for any person engaged in business within the State to sell any article or product at less than the cost thereof to such vendor, or to give away any article or product, for the purpose of injuring competitors or destroying competition"; and Sec. 17051, which states that "contract made in violation of the chapter on anti-competitive provisions is an illegal contract."	Yes		
Your company shall have sufficient equipment to supply prompt on-time deliveries and sufficient quantities of LNG Fuel.	Yes		

	YES	NO	COMMENTS OR EXCEPTIONS
<p>Composition Report: With every delivery contractor shall provide a methane composition report. Does your company currently provide such report and who generates such report? If so, please submit a sample with your bid.</p>	Yes		<p>A composition report is generated automatically at the time of loading. A sample is attached.</p>

BID SECTION #1

In order to provide the lowest overall price to the City, and also long-term price stability, the City seeks bids as follows:

LNG loads delivered to the City containing a methane composition 97.00% through 98.50% will be billed using a conversion factor of 3.55 lbs/gal

To determine the Overall Price for your bid:

1. Obtain the Index Average Price. Using the Market Center Average Market Center Spot-Gas available in Platt's Inside F.E.R.C. Gas Market report for the previous month, locate the PG&E South and Southern California Gas Company indexes.
2. Divide index by 12.104 IAP to get the MMBTU price per gallon and enter your proposed price below.
3. The Market Center Spot-Gas Price comes out the first week of each month in Platt's Inside F.E.R.C. Gas Market Report published by McGraw-Hill Companies Inc. Contractor shall provide the City of Long Beach with the monthly Market Center Spot-Gas average price for LNG from Platt's Inside F.E.R.C. Gas Market Report. **Bidder shall submit copy with bid; failure to do so will disqualify your bid**
4. The "May 1" 2012 index is used below for bid standardization.

<u>CHARGES</u>		<u>DELIVERIES</u> (2,000 gal minimum per delivery)
Index Average Price* 2.17	/ 12.104 =	\$ 0.179
**Liquefaction per gallon		\$ 0.628
**Shipping (Delivery) per gallon, if applicable		\$ N/A
**		\$ <u> </u>
**		\$ <u>8.07</u>
**		\$ <u> </u>
**		\$ <u> </u>
**		\$ <u> </u>
Sales tax 8.75%		\$ 0.071
Total Price Per Gallon		\$ 0.878

**All additional charges must be specified, bidder must provide detail/description of applicable charges, or write N/A if none, on lines listed above.

In the event a composition report is unavailable for a delivery made to the City, the City will be billed using a conversion factor of 3.55 lbs/gallon.

ALTERNATE BID SECTION #2

Note: The City reserves the right to award a contract based only on Section #1. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item.

In order to provide the lowest overall price to the City, and also long-term price stability, the City seeks bids as follows:

LNG loads delivered to the City containing a methane composition of 98.51% and above will be billed using a conversion factor of 3.49 lbs/gallon

1. Obtain the Index Average Price. Using the Market Center Average Market Center Spot-Gas available in Platt's Inside F.E.R.C. Gas Market report for the previous month, locate the PG&E South and Southern California Gas Company indexes.
2. Divide index by 12.104 IAP to get the MMBTU price per gallon and enter your proposed price below.
3. The Market Center Spot-Gas Price comes out the first week of each month in Platt's Inside F.E.R.C. Gas Market Report published by McGraw-Hill Companies Inc. Contractor shall provide the City of Long Beach with the monthly Market Center Spot-Gas average price for LNG from Platt's Inside F.E.R.C. Gas Market Report. **Bidder shall submit copy with bid; failure to do so will disqualify your bid**
4. The "May 1" 2012 index is used below for bid standardization.

State the total price per gallon you will charge the City:

<u>CHARGES</u>		<u>DELIVERIES</u> (2,000 gal minimum per delivery)
Index Average Price* 2.17	/ 12.104 =	\$ 0.179
**Liquefaction per gallon		\$ 0.628
**Shipping (Delivery) per gallon, if applicable		\$ N/A
**		\$
**		\$
**		\$
**		\$
**		\$
Sales tax 8.75%		\$ 0.071
Total Price Per Gallon		\$ 0.878

**All additional charges must be specified, bidder must provide detail/description of applicable charges, or write N/A if none, on lines listed above.

- In the event a composition report is unavailable for a delivery made to the City, the City will be billed using a conversion factor of 3.55 lbs/gallon.

BID SECTION - 3

SPECIAL ORDERS

Special orders shall be delivered within 36 hours of the order being placed.

What is the average time from dispatch to delivery to the City site: 6 Hours

Special Orders \$ 250 Cost per order

EMERGENCY ORDERS

Emergency fuel orders shall be delivered within 24 hours of the order being placed.

What is the average time from dispatch to delivery to the City: 6 Hours

Emergency Orders \$ 500 Cost per order

STAND BY TIME

Stand-By Rate \$ 0 hour

For price analysis purposes, the annual estimated Stand-by total hours shall be calculated at fifty (50) hours.

DEMURRAGE CHARGES/ON-SITE LABOR

State the demurrage charges in increments of one-quarter hour you charge the City

Dumurrage charge \$ 0 hour

For price analysis purposes, the annual estimated dummmarge shall be calculated at fifty (50) hours.

PAYMENT TERMS

N/A (City is NET30) The City only allows for discounts over 15 days.

RENEWAL OPTION

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two (2) additional period of one (1) year each in accordance with terms and conditions stated herein.

Price increase shall not exceed 3 % during first extension period

Price increase shall not exceed 3 % during second extension period

EXHIBIT A

List current liquefaction facilities your company owns, the daily production and the storage capacity at each site

Address: 14436 Contractor Road, Boron, CA 93416

Daily Production: 180,000 LNG gallons

Storage Capacity: 1.5 million LNG gallons

Address: 12114 Longstreet Road, Willis, TX 77378

Daily Production: 80,000 LNG Gallons

Storage Capacity: 1 million LNG gallons

Address: _____

Daily Production: _____

Storage Capacity: _____

Address: _____

Daily Production: _____

Storage Capacity: _____

EXHIBIT B

References

Bidder shall provide a minimum of three references that your company has serviced within the last 12 months (e.g., government/ commercial/ both):

Company: City of Santa Monica, Big Blue Bus

Address: 1620 6th Street, Santa Monica, CA 90401

Contract Person: Getty Modica, Vehicle Maintenance Superintendent

Phone Number: (310) 458-1975 ext. 5009

Company: Omnitrans

Address: 1700 West Fifth Street, San Bernardino, CA 92411

Contract Person: Robert Miller, Chief Financial Officer

Phone Number: (909) 379-7288

Company: County of Sacramento

Address: 4001 Branch Center Road, Sacramento, CA 95827

Contract Person: James Collins, Operations Manager

Phone Number: (916) 875-5501

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Clean Energy Federal Tax ID No. [REDACTED]
Address: 3020 Old Ranch Parkway, Suite 400
City: Seal Beach State: CA ZIP: 90740
Contact Person: Chad Lindholm Telephone: (562) 546-0322
Email: clindholm@cleanenergyfuels.com Fax: (562) 493-4532

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 25 day of June, 2022, at Seal Beach, CA

Name Peter J. Grace

Signature 

Title Senior Vice President, Sales & Finance

Federal Tax ID No. 

**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF
CLEAN ENERGY FUELS CORP.**

Held on Tuesday, May 24, 2011

The Meeting of the Board of Directors (the "Board") of Clean Energy Fuels Corp., a Delaware corporation (the "Corporation"), was held on Tuesday, May 24, 2011, at the Island Hotel in Newport Beach, California, commencing at 2:00 p.m. PT, pursuant to the provisions of the Bylaws of the Corporation. Warren I. Mitchell, Chairman of the Board, presided over the meeting and minutes were kept by J. Nathan Jensen, General Counsel of the Corporation.

Directors Present:

Warren I. Mitchell, Chairman
Andrew J. Littlefair
Boone Pickens (joined at 2:45 p.m. PT)
Kenneth M. Socha
John S. Herrington
James C. Miller, III
Vincent C. Taormina

Also present were the following Officers, Management, and Guests:

Officers:

Richard R. Wheeler, Chief Financial Officer
Mitchell W. Pratt, Chief Operating Officer and Corporate Secretary
James N. Harger, Chief Marketing Officer
Barclay F. Corbus, Senior Vice President, Strategic Development

Management:

Peter J. Grace, Senior Vice President, Sales and Finance
Harrison S. Clay, Vice President, Renewable Fuels
Raymond P. Burke, Vice President, Business Development
J. Nathan Jensen, Vice President and General Counsel

Guests:

[REDACTED]

[INFORMATION HAS BEEN REDACTED FOR CONFIDENTIALITY PURPOSES]

RESOLUTIONS FOR THE ELECTION OF DIRECTORS AND OFFICERS OF SUBSIDIARIES

WHEREAS, the Corporation is the sole stockholder and/or sole member of a number of subsidiaries, including Clean Energy, a California corporation, Clean Energy Fueling Services Corp., a British Columbia company and Clean Energy & Technologies, LLC, a Delaware limited liability company (each, a "Subsidiary"); and

WHEREAS, it is deemed to be in the best interests of each Subsidiary, and in turn the Corporation as the sole stockholder and/or sole member of each Subsidiary that the individuals specified below be elected to the board of directors and/or managers of each Subsidiary.

NOW, THEREFORE, BE IT RESOLVED, that the officers of the Corporation, and each of them, are hereby authorized and directed to cause the Corporation, in its capacity as the sole stockholder and/or sole member of each Subsidiary, to elect the individuals set forth below to the board of directors and/or managers of each Subsidiary, to serve in such capacity until their successors have been duly elected and qualified:

Andrew J. Littlefair
Richard R. Wheeler
James N. Harger
Mitchell W. Pratt
Warren I. Mitchell

RESOLVED FURTHER, that the Corporation hereby appoints the following persons as officers of each Subsidiary to hold the offices set forth opposite their respective name until their respective successors are named:

Andrew J. Littlefair:	President and Chief Executive Officer
Richard R. Wheeler:	Chief Financial Officer
James N. Harger:	Chief Marketing Officer
Mitchell W. Pratt:	Chief Operating Officer and Corporate Secretary
Barclay F. Corbus:	Senior Vice President, Strategic Development

RESOLVED FURTHER, that any and all acts of such individuals as an officer and/or director and authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved, that these resolutions shall remain in full force and effect until written notice of their revocation. Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

RESOLUTIONS FOR THE DESIGNATION OF SIGNATORIES

WHEREAS, it is in the best interest of the Corporation to clarify the designation of individuals authorized to select banks to be a depository or depositories for the funds of the Corporation and each Subsidiary, to open accounts, to conduct banking business with the selected banks and to act as signatories of the Corporation and each Subsidiary with respect to such banks; and

WHEREAS, the Corporation may from time to time sign certain business contracts during the ordinary course of business, and it is in the best interest of the Corporation to designate authorized signatory officers of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the individuals listed below are hereby authorized to sign and deliver, with respect to the Corporation, such banking resolutions as are required by such bank or banks in order to open such accounts as the below individuals of the Corporation shall deem appropriate and they hereby are adopted as the resolutions of the Board as if fully set forth herein; and that the below individuals of the Corporation be, and each of them hereby is, authorized to execute checks and other documents on behalf of the Corporation with respect to such accounts; that the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and trust companies customarily require as a condition for permitting the use of facsimile signatures, is hereby authorized and approved; and that the below individuals of the Corporation be, and they hereby are, authorized and directed to execute and deliver, in the name of the Corporation and under its corporate seal(s) or otherwise, any and all certificates, agreements, undertakings, authorizations, and other instruments or documents as such bank or banks may require and shall be necessary or appropriate to carry out the intent and accomplish the purposes of this resolution; and that copies of any banking resolutions so executed shall be inserted in the minutes of the Corporation:

Andrew J. Littlefair:	President and Chief Executive Officer
Richard R. Wheeler:	Chief Financial Officer
Mitchell W. Pratt:	Chief Operating Officer and Corporate Secretary
Peter J. Grace:	Senior Vice President, Sales and Finance
Melissa Cat:	Director, Financial Reporting
Bryan Kelly:	Assistant Controller

RESOLVED FURTHER, that the individuals listed below, and each of them hereby is, authorized, directed and empowered to prepare, execute, acknowledge, deliver and to take such other

actions as such officers may in their discretion deem necessary or appropriate to effectuate, execute and deliver such ordinary course business contracts binding the Corporation on behalf of the Corporation:

Andrew J. Littlefair:	President and Chief Executive Officer
Richard R. Wheeler:	Chief Financial Officer
James N. Harger:	Chief Marketing Officer
Mitchell W. Pratt:	Chief Operating Officer and Corporate Secretary
Barclay F. Corbus:	Senior Vice President, Strategic Development
Peter J. Grace:	Senior Vice President, Sales and Finance

RESOLVED FURTHER, that all actions heretofore taken by any officer or director of the Corporation in connection with or otherwise in contemplation of the matters contemplated by any of the foregoing resolutions be, and they hereby are, approved, ratified and affirmed in all respects; and

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized and empowered on behalf of the Corporation and in its name to take or cause to be taken all actions and to execute and deliver all such instruments that the officers of the Corporation, or any one or more of them, approve as necessary or desirable in connection with the foregoing resolutions, such approval to be conclusively evidenced by the taking of any such action or the execution and delivery of any such instrument by a officer of the Corporation.

[INFORMATION HAS BEEN REDACTED FOR CONFIDENTIALITY PURPOSES]

[INFORMATION HAS BEEN REDACTED FOR CONFIDENTIALITY PURPOSES]

Adjournment)

There being no further business to come before the Board, Chairman Mitchell adjourned the meeting at 5:15 p.m. PT.



Mitchell W. Pratt
Corporate Secretary

APPROVED:



Warren L. Mitchell
Chairman of the Board



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

June 21, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA00212 "REBID"
LNG (Liquefied Natural Gas)

The City has received questions regarding the bid specifications. Following are the answers to the questions.

You are required to submit the addendum with your bid. Failure to do so will disqualify your bid.

The question and answer period has been close. No additional questions will be answered.

1. Question: Should we bid for both Section #1 and Alternative Section #2. Shouldn't the price be the same in both sections? We understand that the definition of "gallon" changes depending on methane content, but it is unclear why the price per gallon should be different.

Answer: Alternate bid is not required. City will determine lowest bidder based on Section 1 It's your discretion to bid on that section

2. Question: Page 5, Instructions to Bidders, Section 14
We request that the City delete Section 14 (Prices) from the Instructions to bidders form. This Section states that the vendor's prices will be in accordance with those extended to other government agencies.

Answer: Standard language and cannot be modified.

3. Question: Page 6, Instructions to bidders, Section 19
We request that Section 19 of the Instructions to Bidders to be clarified to state: that Contractor will indemnify, defend, and hold the City, its officials and employees harmless from and against and all claims of failure to comply with or violation of the ADA if a claim arises based on Contractor's failure to comply.

Answer: Standard language and cannot be modified.

4. Question: Page 7, Contract, Section 4
Would the City delete the following language from Section 4 since it does not apply to this contract, "Deliveries must be prepaid. C.O.D. shipment will not be accepted.
- Answer: Standard language and cannot be modified.
5. Question: Page 7, Contract, Section 7
Would the City delete the following language from Section 7, "connected with or". Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, cost and expenses (including reasonable attorney fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omission of Contractor, its officers, agents and employees in the performance of the Contract.
- Answer: Standard language and cannot be modified.
6. Question: Page 7, Contract Section 7
Would the City agree to amend the language in Section 7 to make Section 7 mutual.
- Answer: Standard language and cannot be modified.
7. Question: Page 8, Contract, Section 20
Would the City add the language to Section 20 of the contract which states that any further itemization or breakdown of the contract price provided by Vendor to the City will be considered confidential information of Vendor and will no be disclosed to any third parties by the City?
- Answer: No, the City of Long Beach is a municipality and is required to comply with the Freedom of Information Act and California Public Record Act.
8. Question: Page 9, Contract Section 30 (B)
Would the City add language to the contract, which states that upon vendor's delivery of the LNG to the City, the risk of loss passes to the City.
- Answer: Standard language and cannot be modified.
9. Question: Page 9, Contract, Section 28
Please provide clarification as to whether vendor must comply with Long Beach's Environmentally Preferable Product procurement plan.
- Answer: Standard language and cannot be modified.
10. Question: Page 9, Section 30, Paragraph C
The City, its officials, employees and agents shall be named as additional insured's". We cannot include the word "agents" in the additional Insured

wording, as it is too broad as presented. Would the City please define agents?

Answer: a) Standard language and cannot be modified.

b) Definition of agent is one who acts for, or in the place of an official by the authority of the City and in writing.

11. Question: Page 9, Section 30
"Any self-insurance program and self-insured retention must be separately approved in writing by the City" Is this only relevant to self-insurance or does it include deductible programs?

Answer: Yes, this is only relevant to self insurance.

12. Question: Page 10, Section 30
Each insurance policy shall be endorsed to state that either party shall not cancel coverage or reduced in coverage except after thirty (30) days prior written notice to the City. Would the City consider excluding notice of cancellation the workers compensation policy and being given notice of reduction in coverage for all insurance required? For example, a reduction of coverage would mean every time we sell a vehicle and delete it from our automobile liability policy; we would have to provide the City with notice.

Answer: Only if your limit aggregate limit changes below 2 Million.

13. Question: Page 13, Contractor's Responsibilities, 7.2
We request that the following sentence read as follows: "Contractor shall be held liable for any damage or citations incurred as a result of any spills or releases which are caused solely by the Contractor, its employees, or agents acts or omissions".

Answer: Standard language and cannot be modified.

14. Question: Page 15, Emergency Orders, 13.3
What happens if the vendor is unable to deliver within the 24 hours of an order being placed?

If the vendor was able to remotely monitor the city's LNG fuel supply, it would mitigate these kinds of concerns. Would the City allow the vendor to remotely monitor the LNG fuel levels?

Answer: a) When the contractor is unable to deliver according to contract terms, the City reserves the right to order this commodity from another vendor. (see page 14, 10.2)

b)The City will not allow for remote monitoring

15. Question: Page 17, Cover, 18.6
Please define what the "best interest" of the City is and under what type of scenario the City would order fuel from an alternate source.
- Answer: When the contractor is unable to deliver according to contract terms, the City reserves the right to order this commodity from another vendor. (see page 14, 10.2)
16. Question: Page 18, Fuel Samples, Section 22.1
We request the City add language to the section entitled, Fuel Samples, which state that the City may request fuel samples from Vendor no more than four times annually.
- Answer: Language will not be modified. It will stand as is.
17. Question: Page 22, Supplemental Questions, and Composition Report
Would the City be willing to accept a dedicated composition report on a monthly basis instead of with the delivery bill of lading?
- Answer: City will be requiring composition report with every bill of lading.
18. Question: Page 23, Bid Section #1, Question 3 (same question on page 24).
Platt's Inside F.E.R.C. gas Market Report does not provide an "average price for LNG". Please confirm that it should read "average price for natural gas"
- Answer: Revisions for pages 23 and 24:
- 1a) Yes, natural gas.
- 1b) The index is only the "Southern California Gas Co." not to include the PG&E South
- 1c) The Southern California Gas Co. index in the May issue to be used in complete Bid Section #1 is "2.17:
19. Question: Page 23, Bid Section #1 (same question page 24)
The City requires a "2,000 gallon minimum per delivery". We request that the minimum be set to 9,500 gallon per delivery as it is with other municipal LNG fuel supply bids. If not, then the City is essentially asking the vendor to provide pricing based on 2,000 gallons versus 9,500 gallons resulting in a potentially higher price to the City.
- Answer: Minimum delivery has changed to 4,000 gallons per day. Adjust your bid section accordingly
20. Question: Would the City allow the vendor to install remote monitoring, track LNG consumptions levels, and schedule and deliver fuel to the station?

The vendor would likely accept the 2,000 gallon minimum since the responsibility for tracking, ordering and delivering lies with the vendor not the City.

Answer: 3a) No. At this time the City will not allow the vendor to determine delivery schedule. Please see 11.1 Standard Order section on page 15. the City holds open the option to change the delivery schedule and times, as described in Section 11.1 and 11.2 as well as other delivery protocols allowing the vendor to determine delivery amounts and schedule as intimated in question 18 and 19.

3b) Yes to allowing the vendor to install remote monitoring to track LNG consumption levels at the vendors cost, as long as access to the data is provided to the City.

21. Question: We request that the City add language to the contract, which states that if the City terminates the contract for its convenience, Vendor shall be entitled to reimbursement for all costs incurred and/or committed to by Vendor prior to the effective date of termination, in addition to reimbursement for all materials delivered and services performed prior to the effective date of termination.

Answer: Please refer to termination clause, page 8, #8.

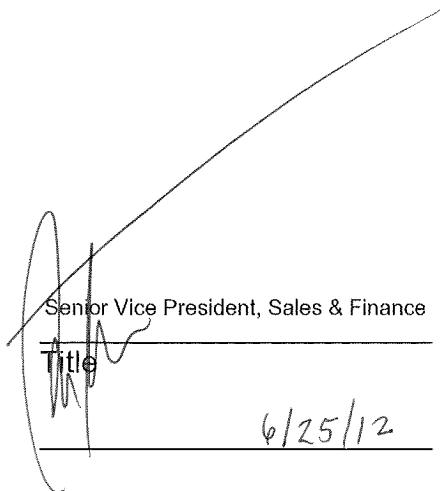
21. Question: We request the following language be added to the contract, "neither party shall have any liability to the other party for special, consequential, or incidental damages".

Answer: Standard language cannot be modified.

22. Question: Bid states we should submit a copy of the Inside FERC's Gas Market Report. It also states that the "May 1" 2012 index should be used for standardization. Should we submit a copy of the May 2012 Inside FERC's Gas Market Report?

Answer: You can submit a copy a copy of the May 2012 Inside FERC's Gas Market report.

Acknowledged By: Clean Energy
Company Name
Peter J. Grace
Print Name

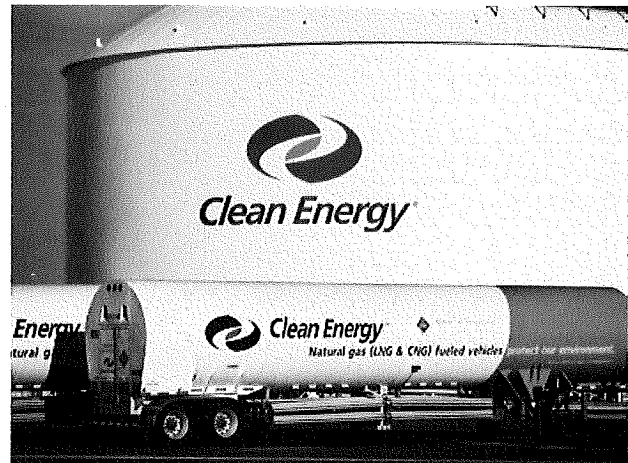

Senior Vice President, Sales & Finance
Title
6/25/12

Signature

Date

Introduction

Clean Energy (CE) is very pleased to provide the following proposal and to document our level of experience and available resources to provide liquefied natural gas (LNG) at the City of Long Beach's (City) LNG site, 2600 Temple Avenue, Long Beach, CA 90806. With 15 years of providing LNG fuel supply and station maintenance services to fleet customers, we truly understand the critical nature of the proposed supply agreement and we are confident that we will exceed your expectations.



Clean Energy LNG 13,000 Gallon Tanker

Experience and Qualifications

We are a highly diversified company with a broad customer base in the refuse, transit, airport transportation, trucking, and national fleet markets. We fuel over 3,600 natural gas refuse trucks in partnership with our nation's leading refuse fleet customers similar to the City. Altogether, CE fuels nearly 600 fleet customers operating over 25,000 natural gas vehicles. CE has been providing natural gas services since 1996.

In May 2007, CE became a public company. Traded on the NASDAQ under ticker symbol, CLNE, CE has a present market capitalization of over \$1 billion. CE is currently in growth mode with strategic investments being made in our human resources, related companies, and infrastructure to support the expansion of the natural gas for transportation industry throughout the nation and beyond.

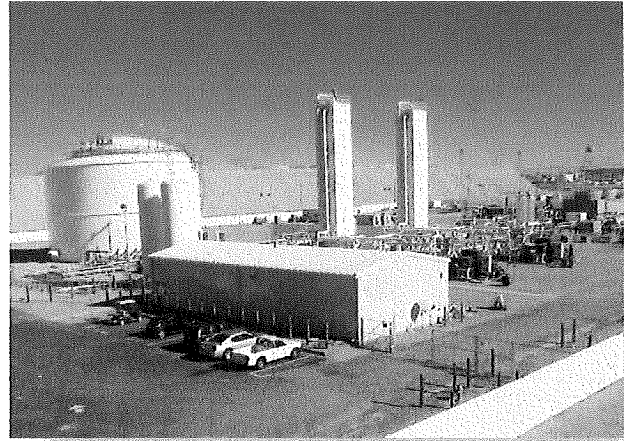
Nationally, we are responsible for nearly 300 natural gas fueling stations; we have nearly 1,100 employees; and, our corporate headquarters, National Spare Parts and Maintenance Distribution Facility, and primary LNG liquefaction plant are all located in California – within hours from the City's LNG site.

Sustainable LNG Facilities

Primary LNG Plant

CE's California LNG Plant in Boron is the best primary LNG source for the City. The Plant is the largest LNG production and storage facility in the Southwestern United States. At only 130 miles away from the City's site, the Plant produces 180,000 gallons of LNG per day and has 1.5 million gallons of storage. This is the only storage facility in the Southwestern United States that is sizeable enough to maintain customer deliveries during any possible production disruption. The Plant also produces the highest quality

LNG at consistently low pressure. The 25 psi pressure requirement will avoid unnecessary venting of gas, reweighing of trailers and therefore avoid potential delays in off-loading LNG. CE fully understands the importance of timely deliveries at the City.



Clean Energy's Boron, California LNG Production Facility

In addition to our proprietary supply at the Boron and Pickens Plants, and a 15-year "exclusive" supply agreement with Desert Gas Services in Ehrenberg, Arizona, CE has immediate access to multiple LNG supply sources available to provide product to our customers on a daily basis. The table below details each supply source, on-site storage and daily plant capacity. The blue shaded cells are CE-owned or contracted liquefaction plants. As shown, CE and our contracted suppliers can produce 385,000 gallons per day and have 2.73 million gallons of storage. LNG storage is an important reliability factor because LNG production is often shut down during mandatory service intervals. All of these LNG supply sources are available to provide product to our customers on a daily basis.

Source	Storage (LNG Gallons)	Production Capacity (LNG Gallons Per Day)
CE Boron Plant – Boron, CA	1,500,000	180,000
Desert Gas Services – Ehrenberg, AZ	100,000	45,000
Williams Gas Processing Plant – Ignacio, CO	80,000	40,000
CE Pickens Plant – Willis, TX	1,000,000	80,000
Merit Painter – Evanston, WY	50,000	40,000

* Blue shaded cells indicate CE-owned or contracted Liquefaction Plants

LNG Delivery Support

CE will install a remote monitoring system that will be used to monitor the level of LNG in the tank, at no additional cost to the City. CE currently remotely monitors our customer's storage tank levels and pressures at our Operations Center, 24 hours per day. CE's LNG Logistics Manager and LNG Coordinator will work with the City's representatives to schedule deliveries as frequently as needed so that fuel is available seven days per week, 365 days per year.

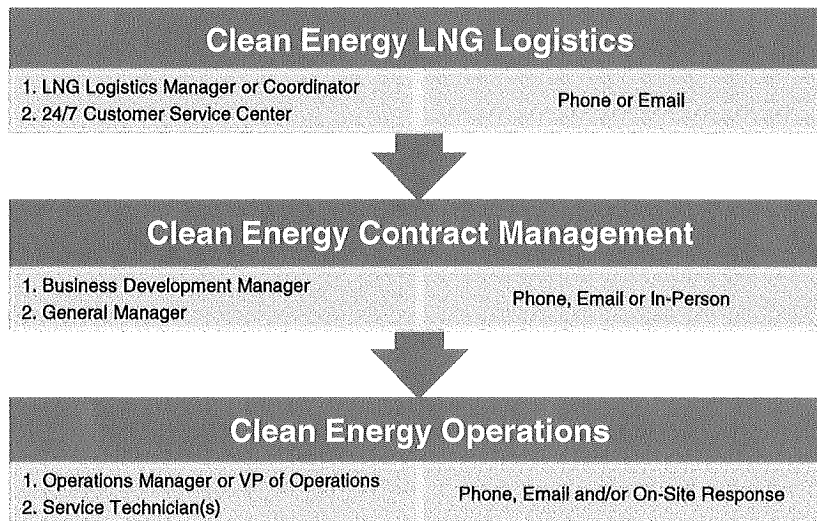
CE has an unprecedented track record when it comes to on time performance and delivering for our customers, day in and day out as well as when they are faced with challenges. In fact, CE has come through with backup supply for several other LNG users on occasions when their non-CE supply source was interrupted. CE manages over 100 natural gas fueling contracts and we are confident that speaking with any of our references will underscore our ability to exceed contractual obligations and customer expectations.



CE LNG Off-Load

CE Resources Available for the City of Long Beach

While CE does not expect to encounter any communication or support issues with the City throughout the term of the resultant agreement, the following table presents a sample LNG support escalation procedure. The escalation procedure will initially involve telephone and/or e-mail support, which may result in CE providing on-site support if needed. Additionally, CE's past, present and future work with Northstar will present the most complete service level commitment available to the City.



LNG Tanker Trucks and Transport Vehicles

CE currently owns and operates a fleet of 58 LNG tanker trailers that meet all applicable state and federal certifications. Tanker trailer capacity is 13,000 LNG gallons; however, each is limited to carrying approximately 10,000 LNG gallons to stay within the maximum gross weight set by the US Department of Transportation.

CE's inventory also includes excess trailers and we now have access to additional experienced driving teams to ensure delivery schedules are met without delay in the event of increased customer demand or other unforeseeable concerns.

Our primary logistics partners are Jack B. Kelley (JBK), owned by North America's largest tank hauler and logistics provider for transportation fuel; the Kenan Advantage Group (KAG), specializing in the transportation of cryogenic fuels and L.P. Transportation, a leading provider of LNG and serving customers for more than 100 years. JBK operates 24 trucks for CE's LNG fuel supply operation.



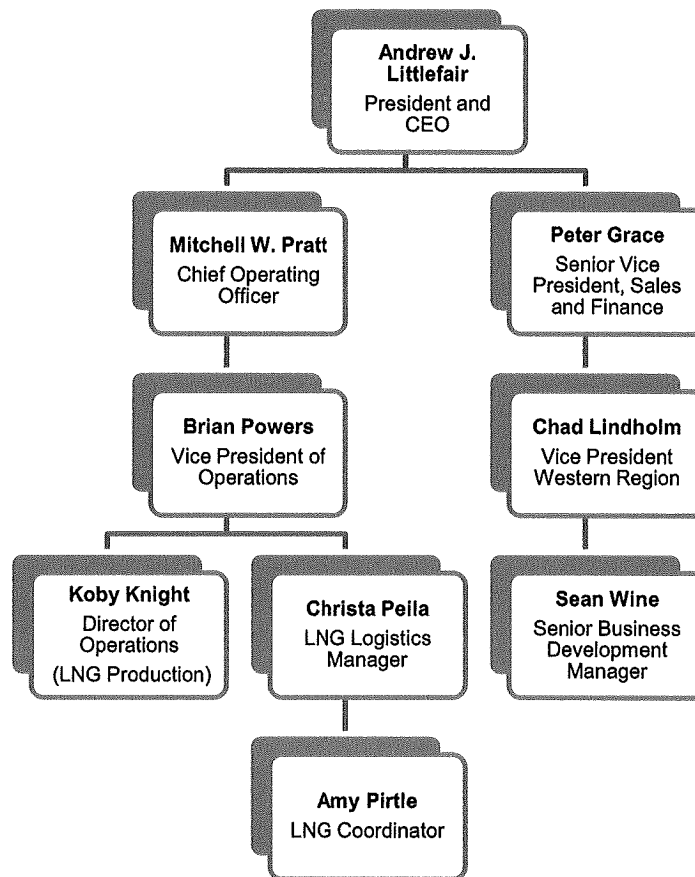
CE utilizes GPS tracking systems allowing us to monitor the location of all LNG deliveries being made throughout the country. Fuel deliveries are displayed on several screens in CE's Operations Center in Seal Beach where our logistics team can provide customers with up-to-date progress on deliveries, whenever necessary for planning purposes.

Financial Stability

CE is in a strong financial position to be the City's LNG supply contractor. CE has significant cash reserves and a strong balance sheet. In addition, CE has a large commitment from its shareholders and significant debt capacity to fund future cash needs. CE is Sarbanes Oxley certified and our financial statements are audited annually by KPMG. As a result of our growth, we continue to invest capital back into the company to expand the natural gas industry for the benefit of our customers and shareholders.

Recently, Chesapeake Energy, the nation's second largest natural gas producer, announced their investment of \$150 million in CE. The investment is dedicated to help fund the development of approximately 150 LNG truck fueling stations at strategic truck-stop locations along major trucking corridors to form the backbone of "America's Natural Gas Highway." In addition to Chesapeake's funding, three major global investment companies have agreed to invest \$150 million with CE. The funding will support our continued infrastructure building program.

Key Personnel



LNG Supply and Operation Personnel Team

Brian Powers, Vice President of Operations

Assigned Role: Mr. Powers has the responsibility for LNG logistics, production and supply, as well as, operations, maintenance and adherence to LNG fuel quality specifications.

Koby Knight, Operations Manager (LNG Production)

Assigned Role: Mr. Knight oversees all LNG operations for CE. He is responsible for operating CE's Boron Liquefaction Plant in California and CE's Pickens Liquefaction Plant in Texas. He works from our Dallas, Texas office.

Christa Peila, LNG Logistics Manager

Assigned Role: Ms. Peila will be responsible for quality assurance and scheduling of all LNG fuel deliveries. She will be the City's main point of contact for all LNG fuel deliveries from CE owned and supplier LNG liquefaction plants.

Amy Pirtle, LNG Coordinator

Assigned Role: Ms. Pirtle will assist CE's LNG Logistics Manager with LNG fuel scheduling and deliveries. She will be the secondary contact for all LNG fuel deliveries from CE owned and supplier LNG liquefaction plants.

Sean Wine, Senior Business Development Manager

Assigned Role: Mr. Wine will be the City's day-to-day administrative support and corporate contact who will coordinate contract compliance and provide an interface and regular communication link between the City and CE's engineering, operations, accounting, marketing and executive management teams. Mr. Wine will be the primary contact for the contract and will be responsible for the bid submittal.

Clarifications

CE respectfully requests further discussions with the City on the following items if we are selected as the successful bidder.

1. CE would like to further discuss modifying Section 7.2 on page 13 to state and clarify that: "Contractor shall be held liable for any damage or citations incurred as a result of any spills or releases which are caused solely by Contractor, its employees, or agents acts or omissions."
2. CE would like to further discuss deleting Section 14 (Prices) from the Instructions to Bidders form on page 5. This Section states that CE's prices will be in accordance with those extended to other government agencies.
3. CE would like to further discuss modifying Section 19 of the Instructions to Bidders on page 6 to state and clarify that: Contractor will indemnify, defend, and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA if a claim arises based on Contractors failure to comply with the ADA.

LNG Customers

CE has been supplying natural gas fuel and ancillary services for 15 years. In addition, CE has extensive experience in LNG, CNG and LCNG fueling station design, operation and maintenance providing our customers with a surety of technical understanding that goes beyond fuel supply.

Today, CE delivers over 150,000 gallons of LNG on a daily basis to customers in Arizona, California, Idaho, Nevada, New Mexico, Ohio and Texas. In Southern California alone, CE has provided LNG and/or LCNG services with the following agencies over the past five years.

Station	Scope of Services	Monthly LNG Gallons	Length of Service
Clean Energy, Port of Long Beach	LNG/LCNG Fuel Supply, Retailing and O&M	280,000	2009 - Present
City of Los Angeles	LNG Fuel Supply	280,000	2009 - Present
Santa Monica Big Blue Bus	LNG/LCNG Fuel Supply	225,000	2006 - Present
Omnitrans	LNG/LCNG Fuel & Hedging	220,000	2007 - Present
Clean Energy, Carson	LNG/LCNG Fuel Supply, Retailing and O&M	140,000	2008 - Present
City of Fresno	LNG Fuel Supply	100,000	2005 - Present
LAX Airport	LNG/LCNG Fuel Supply	60,000	2006 - Present
City of Bakersfield	LNG Fuel Supply	50,000	2005 - Present
Los Angeles County Sanitation District	LNG/LCNG Fuel Supply, Retailing and O&M	50,000	2005 - Present
City of Tulare	LNG Fuel Supply	45,000	2005 - Present
EJ Harrison	LNG Fuel Supply	38,000	2006 - Present
County of Riverside	LNG Fuel Supply	32,000	2002 - Present
City of Commerce	LNG/LCNG Fuel Supply, Retailing and O&M	20,000	2010 - Present

*O&M – Operation and Maintenance

LNG Supply References

Following are several customer references that can speak to the quality of service CE provides. CE welcomes the City's communication with our references. We are confident that you will find we have an outstanding track record of contract compliance and customer satisfaction with the work we have performed.

City of Santa Monica, Big Blue Bus

The City of Santa Monica currently operates over 100 LNG powered transit buses and a number of light and medium-duty CNG vehicles. The City's LNG/LCNG fueling facility includes two 30,000 gallon LNG tanks and dispenses over 200,000 gallons per month. CE and the transit department executed an exclusive, multi-year LNG supply contract on February 14, 2007 and extended the agreement for a possible five one-year periods after a competitive procurement in 2011.



Getty Modica
Vehicle Maintenance Superintendent
1620 6th Street
Santa Monica, CA 90401
(310) 458-1975 ext. 5009
Getty.Modica@SMGOV.NET

Omnitrans

On February 1, 2007, CE began a five year LNG supply agreement with Omnitrans' at its West Valley facility. After a competitive procurement in 2011, CE now delivers LNG fuel to the agency's West and East Valley LNG/LCNG facilities in San Bernardino and Montclair, CA, respectively. Total annual volume delivered today is approximately 3.7 million LNG gallons. In 2007, Omnitrans felt it was necessary to have two suppliers; however, with CE's resources available today, the Agency has the utmost confidence in working with CE as its sole supplier.



Robert Miller
Chief Financial Officer
1700 West Fifth Street
San Bernardino, CA 92411
(909) 379-7288
robert.miller@omnitrans.org

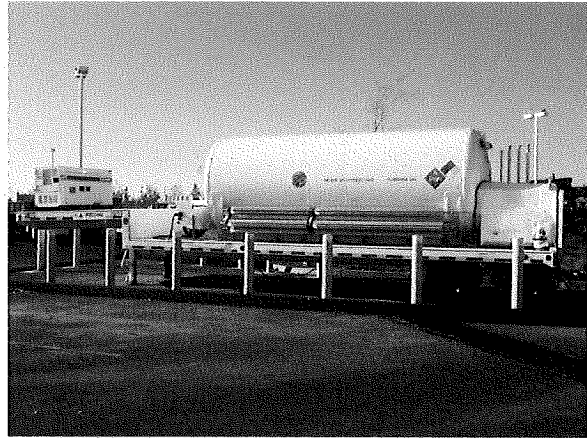
City of Long Beach

Invitation to Bid Number PA-00212 **Rebid**

County of Sacramento

CE has provided the County and the City of Sacramento LNG fuel since 2005. In 2008, the County released an RFP to procure LNG fuel. Again, CE was awarded the contract to design, construct and maintain a LNG fueling station. CE provides LNG to both the County and the City. Both entities consume a total of 1 million gallons of fuel annually with over 165 LNG trucks.

James Collins
Operations Manager
4001 Branch Center Road
Sacramento, CA 95827
(916) 875-5501
collinsj@SacCounty.NET



Monthly Prices

Delivery Month	NW Pipeline CDN border Sumas \$/US/MBtu	NW Pipeline Rockies \$/US/MBtu	Kern River - Wyoming \$/US/MBtu	Questar RIML \$/US/MBtu	East TX Houston Ship Channel \$/US/MBtu	El Paso - San Juan Index \$/US/MBtu	El Paso - Permian Basin \$/US/MBtu	Southern Star Central (TX, OK, KS) \$/US/MBtu	Southern Natural Gas Louisiana \$/US/MBtu	Texas Eastern - Zone M-3 \$/US/MBtu	South Louisiana Henry Hub (NYMEX) \$/US/MBtu	Algonquin City Gates \$/US/MBtu	Transco Zone 6 non-NY \$/US/MBtu	CA PGE City Gate \$/US/MBtu	CA PGE South \$/US/MBtu	So Cal Gas \$/US/MBtu
May-10	\$3.72	\$3.72	\$3.72	\$3.62	\$4.15	\$3.80	\$3.94	\$3.87	\$4.26	\$4.59	\$4.27	\$4.58	\$4.58	\$4.04	\$4.04	\$4.05
Jun-10	\$3.75	\$3.61	\$3.61	\$3.50	\$4.05	\$3.69	\$3.78	\$3.92	\$4.19	\$4.51	\$4.16	\$4.56	\$4.50	\$4.28	\$3.85	\$3.93
Jul-10	\$4.06	\$4.08	\$4.08	\$3.91	\$4.69	\$4.28	\$4.51	\$4.40	\$4.74	\$5.09	\$4.73	\$5.12	\$5.09	\$4.64	\$4.52	\$4.56
Aug-10	\$3.80	\$3.78	\$3.78	\$3.60	\$4.59	\$4.08	\$4.19	\$4.37	\$4.81	\$5.15	\$4.78	\$5.19	\$5.15	\$4.44	\$4.26	\$4.32
Sep-10	\$3.11	\$2.69	\$2.69	\$2.57	\$3.70	\$3.22	\$3.36	\$3.26	\$3.68	\$3.91	\$3.64	\$3.96	\$3.90	\$3.63	\$3.45	\$3.49
Oct-10	\$3.66	\$3.40	\$3.41	\$3.28	\$3.86	\$3.56	\$3.61	\$3.49	\$3.83	\$4.11	\$3.84	\$4.16	\$4.10	\$4.10	\$3.80	\$3.80
Nov-10	\$3.75	\$2.92	\$2.93	\$2.98	\$3.25	\$2.98	\$2.99	\$2.97	\$3.31	\$3.62	\$3.29	\$3.73	\$3.64	\$3.96	\$3.15	\$3.12
Dec-10	\$4.98	\$4.00	\$4.00	\$3.90	\$4.22	\$4.12	\$4.14	\$4.04	\$4.29	\$5.19	\$4.27	\$5.00	\$5.24	\$4.64	\$4.27	\$4.29
Jan-11	\$4.19	\$3.82	\$3.82	\$3.77	\$4.10	\$3.86	\$3.88	\$3.88	\$4.27	\$7.03	\$4.22	\$7.45	\$7.51	\$4.26	\$4.20	\$4.05
Feb-11	\$4.11	\$4.08	\$4.08	\$4.09	\$4.30	\$4.08	\$4.16	\$4.24	\$4.95	\$6.88	\$4.32	\$7.42	\$7.99	\$4.34	\$4.21	\$4.23
Mar-11	\$3.62	\$3.61	\$3.62	\$3.54	\$3.77	\$3.62	\$3.73	\$3.63	\$3.80	\$4.28	\$3.79	\$4.72	\$4.88	\$4.08	\$3.83	\$3.83
Apr-11	\$4.04	\$3.97	\$3.98	N/A	\$4.27	\$4.08	\$4.08	\$4.14	\$4.25	\$4.58	\$4.24	\$4.84	\$4.62	\$4.53	\$4.19	\$4.23
May-11	\$3.99	\$3.99	\$3.99	N/A	\$4.33	\$4.08	\$4.11	\$4.11	\$4.40	\$4.67	\$4.38	\$4.76	\$4.69	\$4.46	\$4.27	\$4.30
Jun-11	\$4.00	\$3.98	\$3.99	\$3.99	\$4.28	\$4.04	\$4.15	\$4.11	\$4.34	\$4.62	\$4.33	\$4.70	\$4.64	\$4.55	\$4.29	\$4.31
Jul-11	\$4.00	\$3.95	\$3.97	\$3.88	\$4.37	\$4.09	\$4.21	\$4.10	\$4.37	\$4.69	\$4.36	\$4.82	\$4.74	\$4.59	\$4.44	\$4.48
Aug-11	\$3.97	\$4.06	\$4.07	\$4.04	\$4.38	\$4.13	\$4.27	\$4.21	\$4.37	\$4.67	\$4.38	\$4.91	\$4.72	\$4.55	N/A	\$4.47
Sep-11	\$3.72	\$3.70	\$3.72	\$3.61	\$3.95	\$3.74	\$3.80	\$3.71	\$3.85	\$4.08	\$3.85	\$4.20	\$4.09	\$4.18	\$4.02	\$4.07
Oct-11	\$3.70	\$3.59	\$3.62	\$3.55	\$3.73	\$3.52	\$3.60	\$3.59	\$3.74	\$3.98	\$3.76	\$4.14	\$4.00	\$4.15	\$3.93	\$3.94
Nov-11	\$3.66	\$3.44	\$3.45	\$3.38	\$3.45	\$3.38	\$3.41	\$3.33	\$3.49	\$3.83	\$3.51	\$4.26	\$3.87	\$3.88	\$3.56	\$3.59
Dec-11	\$3.93	\$3.38	\$3.42	\$3.33	\$3.28	\$3.28	\$3.29	\$3.26	\$3.36	\$4.68	\$3.36	\$3.95	\$4.70	\$3.86	\$3.57	\$3.67
Jan-12	\$3.47	\$3.08	\$3.10	\$3.09	\$3.04	\$3.08	\$3.07	\$3.02	\$3.09	\$4.04	\$3.08	\$5.28	\$4.19	\$3.41	\$3.31	\$3.38
Feb-12	\$2.78	\$2.54	\$2.58	\$2.60	\$2.57	\$2.51	\$2.55	\$2.52	\$2.69	\$3.13	\$2.68	\$4.97	\$3.18	\$3.04	\$2.93	\$2.89
Mar-12	\$2.47	\$2.40	\$2.41	\$2.30	\$2.35	\$2.39	\$2.40	\$2.30	\$2.44	\$2.66	\$2.41	\$3.05	\$2.66	\$2.82	\$2.56	\$2.60
Apr-12	\$1.96	\$1.90	\$1.95	\$1.85	\$2.11	\$1.90	\$1.98	\$1.87	\$2.16	\$2.39	\$2.19	\$2.48	\$2.30	\$2.50	N/A	\$2.36
May-12	\$1.82	\$1.82	\$1.87	\$1.75	\$1.96	\$1.83	\$1.93	\$1.80	\$2.02	\$2.19	\$2.03	\$2.32	\$2.17	\$2.34	\$2.11	\$2.17

IF - Inside FERC
GD - Gas Daily

C GPR - Canadian Gas Price Reporter

* No monthly deals reported
Main and Topock reported by Gas Daily prior to Jul-02
D/C - Discontinued



Clean Energy[™]

North America's leader in clean transportation

To
Omnitrans, San Bernardino
1700 West 5th Street
San Bernardino
CA 92411

From
Clean Energy Fuels Corp.
14436 Contractor Road
Boron, CA, 93516
Office: (760) 762 5179

Load Date

6/25/2012 2:26:50.562 PM

Gross Weight

Net Weight

Tare Weight

79040 Lbs 18960 Lbs 60080

Steer Axle 11900 Lbs

Drive Axle 33180 Lbs

Trailer Axle 33960 Lbs

Tractor Fueling

Departure Date

6/25/2012

Gross 53440 Lbs

Net 20 Lbs

Trip Number

166668

TARE 53420 Lbs

Tractor Number

63068

Drivers

Trailer Number

882220

300035 E. Garcia

Components

% Methane 99.300

% Ethane 0.566

% Propane 0.013

% Nitrogen 0.118

BTU Dry 1017.794

SG 0.558

Loaded At:

Truck Loading West TL-501

Signature