

**BID NUMBER PA-01009 REBID**

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

**INVITATION TO BID \*\*\*\*REBID\*\*\*****Liquefied Natural Gas (LNG)****CONTRACT NO. 31165****1. 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.

**2. 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.

**3. 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.

**4. 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.

**5. 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:** Dallas TX **ON THE** 27th **DAY OF** April, 20 09  
CITY STATE MONTH

**COMPANY NAME:** Applied LNG Technologies USA, LLC **TIN:** [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

**STREET ADDRESS:** 5310 Harvest Hill Rd. **CITY:** Dallas **STATE:** TX **ZIP:** 75230  
Ste. 229  
(PRINT NAME)

**PHONE:** (214) 666-6250 **FAX:** (214) 634-6276

**S/** [Signature] **President & CEO of Member:**  
New Earth LNG, LLC  
(SIGNATURE) (TITLE)

Cem HACIOGLU chacioglu@altlng.com  
(PRINT NAME) (EMAIL ADDRESS)

**S/** \_\_\_\_\_ **(TITLE)**  
(SIGNATURE)

\_\_\_\_\_  
(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

6-19-09  
Date

**APPROVED AS TO FORM**

6-18-2009  
**ROBERT E. SHANNON**  
**CITY ATTORNEY**

[Signature]  
Deputy

Rev 03/05/09

**BID NUMBER PA-01009 REBID**

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 \_\_\_\_\_  
Partnership ☐ State of \_\_\_\_\_  
General Limited ☐  
Joint Venture ☐  
Individual ☐ DBA \_\_\_\_\_  
Limited Liability Company ☒ State of Delaware

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**

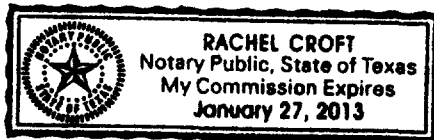
State of Texas

County of Dallas

On 04/27/2009 Before me, Cem Hacıoglu, President & CEO  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Cem Hacıoglu  
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.

*Rachel Croft*

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**

☐ INDIVIDUAL  
☐ CORPORATE OFFICER

☐ PARTNER(S) TITLE(S)  
☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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](http://www.longbeach.gov/finance/business_license).

## INSTRUCTIONS TO BIDDERS

### 11. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

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, 9<sup>th</sup> 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:** APRIL 30, 2009

**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)

<u>MICHELLE KING</u>	<u>562-570-6020</u>
BUYER	TELEPHONE NUMBER

#### B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>FRANK NEELY</u>	<u>562-570-5457</u>
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   X   NO       

(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.

### **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. 95-73 0502K 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 charges 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.

**PA01009 Liquefied Natural Gas (LNG) REBID**

**IMPORTANT DATES:**

- **BID ADVERTISEMENT DATE: WEDNESDAY APRIL 1, 2009**
- **LAST DAY TO SUBMIT QUESTIONS: MONDAY, APRIL 13, 2009 BY 4:00 PM PST**

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL TO  
MICHELLE.KING@LONGBEACH.GOV**

- **CITY TO RESPOND TO QUESTIONS: MONDAY, APRIL 20, 2009 BY 4:00 PM PST**
- **BID DUE DATE: THURSDAY, APRIL 30, 2009 AT 11:00 AM PST**

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

**CITY OF LONG BEACH  
CITY CLERK - PA01009 LNG  
1<sup>ST</sup> FLOOR LOBBY LEVEL  
333 W. OCEAN BLVD.**

**CONTRACT PERIOD:** 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 additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

**DELIVERY (SPECIAL) SCHEDULE:** Delivery shall be made within two (2) business days after receipt of order. Delivery time may be a factor in award.

**SHIPPING (SPECIAL) INSTRUCTIONS:** Prices quoted shall be F.O.B. destination to designated location(s) within the City of Long Beach. Contractor shall make deliveries upon receipt of orders issued by authorized representatives.

**BILLING INSTRUCTIONS:** 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 after delivery of fuel to a City site.

Prices quoted shall be per gallon and shall include all delivery, loading and unloading charges to the City of Long Beach, Fleet Services LNG fueling facility located at 2600 Temple Ave. Long Beach, CA 90806. The City reserves the right to add additional locations during the term of the contract, at no additional cost to the City.

All charges on the invoice shall be listed as a separate line item and shall include shipping date, product description, gross amount ordered (in gallons), date ordered, net amount delivered (in gallons), LNG price for the month at the time fuel was delivered, State Excise Tax, Oil Spill fees and Sales Tax.

A copy of the delivery receipt and the invoice shall be mailed or e-mailed to:

Fleet Services  
Attn: Supervisor of Operations  
2600 Temple Ave  
Long Beach, CA 90806  
E-mail: [frneely@longbeach.gov](mailto:frneely@longbeach.gov)

### **Bill of Lading/Delivery Tickets**

A Bill of Lading or delivery ticket stating the delivery date, the refinery of origin, the location and quantity delivered 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 purchase order release (not the blanket purchase order number that starts BPLB).

The Supervisor of Operations for the City's Fleet Services Bureau will notify Contractor if other City departments are authorized to buy fuel from this contract. Only departments previously authorized by the Supervisor of Operations will be permitted to buy fuel.

Prior to the start of the Contract, Contractor may contact the Fleet Services Bureau at (562) 570-5457 regarding the required invoicing format. A sample of the Contractor's invoice may be requested by the City prior to the start of service.

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.

### **Contractor Information**

Bidder shall respond to the following questions with a yes or no answer, or as instructed. If answer is no, please explain; a separate page may be submitted if necessary. Failure to provide all requested information may result in your bid being disqualified:

1. Do you 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 400,000 gallons per year of LNG fuel not to exceed 700,000 gallons per year, during the term of this contract? Yes
2. 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
3. Is the nature of your agreement with your source location(s) such that the City of Long Beach will have priority in obtaining LNG fuel in the event of a LNG fuel shortage at the source location? Yes
4. Will you provide on 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

5. Do you have a minimum of two years of on-time delivery where quality service resulted in deliveries to several locations daily? Yes
6. Do you have sufficient equipment to supply prompt on time deliveries and sufficient quantities of LNG Fuel? Yes
7. Please provide a minimum of three references to whom you have provided fuel within the last 12 months (e.g., government/ commercial/ both):

Company: City of Redlands  
Street Address: 35 Cajon St., Suite 15A, Redlands, CA 92373  
Contact Person: Gary Van Dorst  
Phone Number: (909) 798-7698

Company: Burrtec Waste & Recycling  
Street Address: 41575 Eclectic St., Palm Desert, CA 92260  
Contact Person: Michael Glasson  
Phone Number: (760) 365-2015

Company: HayDay Farms  
Street Address: 15500 S. Commercial St., Blythe, CA 92225  
Contact Person: Lyndon Ichida  
Phone Number: (760) 899-8776

### **Contractor's Responsibility**

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 fuel.

Contractor shall be liable for any damage or citations incurred as a result of any spills: Contractor shall defend, indemnify and hold harmless the City, its officials, employees and agents from and against all liability, loss, demands, damage, causes of action, penalties, proceedings, fines, costs and expenses, including attorney's fees, court costs and expert fees, arising from Contractor's performance or failure to perform in accordance with these specifications, including but not limited to citations incurred as a result of spills. In addition, the City reserves the right to cancel the Contract of any contractor or carrier who, notwithstanding compliance with the procedures stated in the Contract, delivers in a negligent or careless manner or who, under any circumstances, causes a spill while delivering.

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

Contractor must have a minimum of two years of quality service and on-time delivery of fuel meeting specifications and in the required quantities. Specifically, Contractor must have managed a fuel supply contract that has resulted in deliveries to several locations daily.

Unless provided otherwise in this Contract, 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.

### **Liquidated Damages**

Time is of the essence in performance of this contract. Liquidated damages will be deducted for Contractor's failure to perform in the amount of \$5,000 per day. Non-performance may include, but not be limited to, late deliveries, partial deliveries and deliveries not consistent with these special conditions and the specifications.

### **Force Majeure**

Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performance 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.

### **Demurrage Charges/On-Site Labor**

The City shall be entitled to "standing time" at no charge for the purposes of unloading for not 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.

State the demurrage charges in increments of one-quarter hour: \$ 14.25 per 1/4 hour.

### **LNG Fuel Taxes**

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

### **Ordering Procedure and Delivery Time**

City of Long Beach Fleet Services Bureau shall place all orders for LNG fuel unless otherwise stipulated. Orders shall be made by phone, e-mail, or facsimile transmission for delivery to any City LNG fuel site. Contractor must provide a phone number, e-mail address and fax number where orders can be placed on a daily basis or as needed.

## **SPECIFICATIONS**

Any delays in delivery shall be communicated immediately to the Fleet Services Bureau Manager or designee as soon as problems are discovered. In the event an order cannot be delivered, Contractor must notify the Fleet Services Bureau Manager or designee and make arrangements to have LNG fuel delivered from another contractor or supplier at the City's current Contract price.

Contractor shall determine a regular delivery schedule with Fleet Services Bureau and shall keep the schedule until such time as Fleet Services Bureau determines a need to change the schedule.

Special or emergency fuel orders shall be delivered within 36 hours after the order is placed.

Contractor shall notify the fuel management supervisor immediately of a late or interrupted delivery schedule.

Bidder shall indicate below the requested information:

Orders and scheduling handled by phone: Jessica Kemp  
e-mail: jkemp@jackbkelly.com, and/or  
facsimile: (806) 354-4975.

### **Acceptable Fuel/Timely Performance**

Contractor shall deliver fuel meeting the minimum specifications in this Contract. The City will not pay for fuel that does not meet the specifications. If Contractor fails to deliver acceptable fuel in a timely manner, the City may purchase substitute fuel in the open market, and deduct liquidated damages from Contractor's next invoice.

### **Cover**

In the event of non-performance on the part of the Contractor, the City shall have the right to seek reasonable cover. If substitute fuel is purchased, Contractor shall promptly reimburse the City for any excess costs related to such purchase. Furthermore, any delays in the delivery of fuel beyond the delivery time date to be established by Fleet Services Bureau may result in liquidated damages.

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.



## **SPECIFICATIONS**

### **Fuel Samples**

Contractor shall submit fuel samples for laboratory analysis anytime the City deems it necessary to ensure fuel delivered to the City meets the required specifications. Contractor shall provide the container(s) 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 these specifications.

### **Stand-by/Emergency Deliveries**

Contractor shall be able to dispatch a fuel delivery to all City of Long Beach sites within four hours after receipt of notification. If necessary, an additional tank wagon must be dispatched after nine hours of notification.

Contractor must provide a name and telephone number of the person who will serve as the 24-hour, seven-day contact.

Name: Jessica Kemp

Telephone: (806) 679-0975

Contractor shall state the charge for Stand-by/Emergency delivery per hour, portal to portal, including loading and unloading: \$100/hour.

### **Delivery Trucks/Equipment**

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 must 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.

### **Monthly Reports**

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.

## **SPECIFICATIONS**

Contractor shall provide "Premium" grade LNG fuel. Premium grade LNG fuel composition must meet the following criteria:

Methane	97% minimum
Other Hydrocarbons	1% maximum
Other Inert Gases	No more than 3% delivered in liquid form
Ethane	1% maximum
Water	500 ppm maximum
Carbon Dioxide	3000 ppm maximum
Mercury	20 ppm maximum
Density	40 psig maximum

## **Estimated LNG Usage**

Total LNG usage is estimated to be 500,000 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 Contract period.

## **BID SECTION**

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

**A. CATEGORY A: Overall Net Price**

**To determine the Overall Net 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 by 12.104 to get the price per gallon and enter your proposed price below.
3. Attach a copy of Platt's Inside F.E.R.C. Gas Market report for the previous month to your bid. Failure to do so may result in disqualification of your bid.

<u>CHARGES</u>				<u>DELIVERIES</u> (2,000 gal minimum per delivery)
Index Average Price*	3.255	/ 12.104	=	\$ 0.2689
** Liquefaction				\$ 0.3500
** Freight				\$ 0.1600
**				\$
**				\$
Sales tax 9.25%***				\$
Total Price Per Gallon				\$ 0.7789

\*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 may disqualify your bid.

\*\*\* As an out of state contractor, we ask that the City self assess and remit all applicable sales tax.

## **BID SECTION**

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

### **B. CATEGORY B: Fixed price per gallon for the duration of the Contract.**

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

<u>CHARGES</u>	<u>DELIVERIES</u> (2,000 gal minimum per delivery)
Set Price Per Gal	\$ 0.8432
**	\$
**	\$
**	\$
**	\$
Sales tax 9.25% ***	\$
Total Price/Gal	\$ 0.8432

**Note:** Bidder may submit a bid response for either Category A or Category B individually, or for both categories. The bidder may not submit identical prices in Category A and Category B. The City may award a contract to the lowest bidder in either Category A or Category B, or both categories. Bid prices will be determined based on responses for that category only, meaning that responses for Category A will not be compared to responses for Category B.

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

### **RIGHT TO REJECT:**

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.

\*\*\* As an out of state contractor, we ask that the City self assess and remit all applicable sales tax.