

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King

333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

**RENEWABLE LIQUEFIED NATURAL GAS
(LNG)**

CONTRACT NO. 35114

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: Newport Beach CA ON THE 28th DAY OF September, 2018
CITY STATE MONTH

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

STREET ADDRESS: 4675 MacArthur Court, Suite 800 CITY: Newport Beach STATE: CA ZIP: 92660

PHONE: (949) 437-1000 FAX: (949) 724-1397

S/ Robert M. Vreeland Chief Financial Officer
(SIGNATURE) (TITLE)

Robert M. Vreeland robert.vreeland@cleanenergyfuels.com
(PRINT NAME) (EMAIL ADDRESS)

S/ _____ (SIGNATURE) _____ (TITLE)

(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

Date

APPROVED AS TO FORM

November 28, 2018

CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB FS 18-151

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)

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

PARTNERSHIP

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

CORPORATION

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- 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.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER:

TITLE(S)

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.

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/dlsr> 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.

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 – ATTN: Michelle King
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: October 2, 2018

TIME: 11:00 am

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

Michelle King	(562) 570-6020
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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 five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

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

YES _____ 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:

INSTRUCTIONS TO BIDDERS

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.

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 indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination 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.

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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 Julissa Jose-Murray at 562-570-6869 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. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer 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 non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better

CONTRACT – GENERAL CONDITIONS

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.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this contract.

CONTRACT – GENERAL CONDITIONS

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

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

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.

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.

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.

PROJECT OVERVIEW

The City of Long Beach (City) is soliciting bids for Renewable Liquefied Natural Gas (LNG) fuel. The City's need is for LNG fuel for a current vehicle inventory of 68, such as Tractors, Refuse Trucks, Street Sweepers and Dump Trucks. The annual estimated usage is 450,000 gallons per year; however, actual amounts may increase or decrease without notice.

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 term of the contract. The term of the contract will be for twenty-four (24) months, with the option to renew for two additional one-year periods, upon mutual agreement.

BID TIMELINE – All times are Pacific Time

Bid release date:	September 11, 2018
Questions due:	September 17, 2018 by 4:00 PM
Response from City to bidder:	September 24, 2018 by 4:00 PM
Bid due date:	October 2, 2018 by 4:00 PM

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- ☒ Signed Bid Cover Page
- ☒ California All Purpose Acknowledgment, Notarized (if applicable)
- ☒ Debarment Certification Form (Attachment A)
- ☒ Reference List (Attachment B)
- ☒ W-9 Form (Attachment C)
- ☒ Equal Benefits Ordinance (EBO) (Attachment D)
- ☒ Insurance Requirement (Attachment E)
- ☒ Faithful Performance Bond Form (will be required upon award)
- ☒ List of Liquefaction Facilities for Renewable LNG (Exhibit A)
- ☒ QSOL Fuel Spec ISL G (Exhibit B)
- ☒ LNG Bid Instructions (Exhibit C)

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

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When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Michelle King
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB FS 18-151 RENEWABLE LIQUEFIED NATURAL GAS (LNG)

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, October 2, 2018. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Michelle King with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion 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. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute

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a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

BOND PROVISIONS**Faithful Performance Bond**

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

Bond Instructions

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgments. A Notarial Acknowledgment shall accompany each signature of each Principal and a Notarial Acknowledgment shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgments, whether the company is located inside or outside the State of California.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including

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Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the

appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

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RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

INSURANCE

See Requirements on page 9, Section 30 and **Attachment E**.

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. 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.

EXTENSION OPTION:

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

DELIVERY REQUIREMENT

All deliveries (from arrival through departure) for Standard Orders shall be performed between 9:00 A.M. and 12:00 P.M. (PST) Monday through Friday. Contractor must receive permission from the Fleet Services Bureau to fuel outside of the acceptable delivery times. Additional delivery requirements are provided herein.

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 10

SPECIFICATIONS

CURRENT LNG FUEL SITE INFORMATION

Location: 2600 Temple Avenue, Long Beach, CA 90806

Access: Site is inside a City security gated facility. After hour access requires a phone call to enter through gate.

FUELING EQUIPMENT (is owned by the City)

- a) LNG Tank Manufacture: Taylor Wharton (Double walled construction with vacuum-powder insulation.
- b) # of Tanks: Two (2)
- c) Tank Capacity: 16,300 U.S. liquid gallons each
- d) Model No.: VT-16300-175-LNG

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). The specifications are the same for both regular LNG and Renewable LNG:

- a) METHANE 97% Minimum (ASTM D 1945-81)
- b) OTHER HYDROCARBONS 1% Maximum (ASTM D 2650-88)
- c) OTHER INERT GASES No more than 3% total delivered in liquid form (ASTM D 1945-81)
- d) ETHANE 2.5% Maximum (ASTM D 1945-81)
- e) WATER 500 ppm Maximum (ASTM D 2650-88)
- f) CARBON DIOXIDE 3000 ppm Maximum (ASTM D 2650-88)
- g) MERCURY 20 ppm Maximum (ASTM D 2650-88)
- h) PRESSURE (relative heat value) 40 psig Maximum (ASTM D 3588)
- i) SULFUR 16 ppm by volume (Title 17 CCR Section 94112)
- j) Current City equipment uses Cummins Westport engines. Using the Cummins Westport website, the fuel shall have a minimum methane number of 75. Visit the Cummins Westport website at <http://www.cumminswestport.com/fuel-quality-calculator> for details.

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

CONTRACTOR'S RESPONSIBILITIES

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.

SPECIFICATIONS

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.

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

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.

LNG FUEL TAXES

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.

ESTIMATED LNG USAGE

Total LNG usage is estimated to be 450,000 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 term of the contract.

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

ORDER CATEGORIES

Standard Orders: Contractor shall work with the City to determine a standard ordering method addressing fuel quantity, delivery days and times. Contractor will have flexibility to determine delivery schedule and quantity as long as the fuel level never drop below 22,000 gallons, which is approximately 7 days of average usage. An ullage of 10% is required at all times in each tank per industry standards, which equates to leaving each tank 10% empty. A standard order method will be worked out after award of contract. It is anticipated that the City will review the standard order process periodically and adjust as needed.

All deliveries (from arrival through departure) for Standard Orders shall be performed between 9:00 A.M. and 12:00 P.M. (PST) Monday through Friday. Contractor must receive permission from the Fleet Services Bureau to fuel outside of the acceptable delivery times.

SPECIFICATIONS

Special Orders: The City of Long Beach, Fleet Services Bureau, shall place and authorize Special Orders on an as-needed basis to the City's designated representative. Orders shall be placed either by telephone, e-mail or facsimile transmission. The City will follow-up any verbal communications in writing.

Contractor shall provide a dedicated representative for the City.

Special fuel orders shall be delivered within 36 hours of the order being placed. Acceptable delivery times (from arrival through departure) for Special Orders will be determined at the time of the order.

What is the average time from dispatch to delivery to the City site: 6 (please specify the number of hours)

The amount of the orders may vary. The City does not guarantee that it will place a minimum quantity or dollar amount of orders.

Emergency Orders: The City of Long Beach, Fleet Services Bureau, shall place and authorize Emergency Orders on an as-needed basis to the City's designated representative. Orders shall be placed either by telephone, e-mail or facsimile transmission. The City will follow-up any verbal communications in writing.

Contractor shall provide a dedicated representative for the City.

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 (please specify the number of hours)

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

The amount of the orders may vary. The City does not guarantee that it will place a minimum quantity or dollar amount of orders.

Contractor shall define what constitutes the following times:

Straight Time (what are the straight time hours): N/A

Over Time (what are the overtime hours): N/A

Double Time (please specify when it is paid for. i.e. Holidays, if so indicate which holidays)

N/A

SPECIFICATIONS

CONTRACTOR CONTACT INFORMATION

A. SPECIAL AND EMERGENCY ORDER CONTACT (24/7):

Contractor shall provide name of a person that will be the City's contact for Special and Emergency Orders who will serve as the designated 24x7 representative.

NAME: John Hodgkinson

TITLE: Business Development Manager

CELL: (949) 315-9959

E-MAIL: john.hodgkinson@cleanenergyfuels.com

B. PRIMARY CONTACT:

Name of a person that will be the City's contact (must have an individual's name).

NAME: Dustin Collette

TITLE: LNG Logistics Manager

OFFICE PHONE: (949) 437-1398

FAX: (949) 724-1397

CELL: (949) 408-9620

EMAIL: logistics2@cleanenergyfuels.com

C. SECONDARY CONTACT:

Name of a person that will be the City's contact (must have an individual's name).

NAME: Eric Serensits

TITLE: Manager, Logistics

OFFICE PHONE: (949) 437-1221

FAX: (949) 724-1397

CELL: (949) 535-6875

EMAIL: logistics2@cleanenergyfuels.com

SPECIFICATIONS

CITY CONTACT FOR DELIVERY PROBLEMS

Fuel Operations Section
Office phone: (562) 570-5430 or
Cell phone: (949) 433-6469

TANK MONITORING SYSTEM

Contractor must obtain remote tank-level monitoring capabilities from the City's equipment at their own cost. Contractor shall be responsible for the administration and maintenance of the remote monitoring system and shall provide these services and information to the City at NO COST to the City.

STAND-BY TIME

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.

DEMURRAGE CHARGES/ON-SITE LABOR

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.

ACCEPTABLE FUEL/TIMELY PERFORMANCE

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.

COVER

- a) In the event of non-performance on the part of the Contractor, the City shall have the obligation to seek reasonable cover.
- b) If substitute fuel is purchased, Contractor shall promptly reimburse the City for any excess costs occasioned by such purchase, upon notice and request by City. 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 promptly be paid damages for such delay, upon notice and request by City.
- c) **LIQUIDATED DAMAGES:** 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 event for either:
 - i. Each day the inventory for both tanks combined drops below 22,000 gallons; or
 - ii. A scheduled or emergency order that is not delivered on the scheduled day.

For example, if the delivery is expected on August 1, but arrives on August 2, the compensation is for one day. The calculation starts on the "missed" day (August 1) and does not include the

SPECIFICATIONS

day when it is delivered (August 2). The amount shall be fixed as liquidated damages that the City will suffer due to such delay, as time is of the essence, and not as a penalty. 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.

- d) 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.
- e) The City reserves the right to authorize a late delivery.

FORCE MAJEURE

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.

BILL OF LADING/DELIVERY TICKETS

A Bill of Lading or delivery ticket, stating the delivery date and time, driver's name, 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.

The City personnel accepting the LNG load, when available, shall sign the Bill of Lading.

INVOICING

Contractor shall bill the City for each delivery of fuel on a separate invoice.

General Information

Invoices shall have the following information in a format agreeable to the City:

- a) Unique numbers;
- b) Delivery date;
- c) Ship to address;
- d) City contract number;
- e) Purchase Order number;
- f) Bill of Lading or delivery ticket;
- g) Conversion factor (The number divided into the net weight of delivered fuel to calculate the number of gallons to be billed);
- h) Certified weigh scale tickets before and after the delivery from a local weigh station approved by the City; and
- i) Product composition report.
- j) Percent of LNG delivered that qualifies as "Renewable" LNG. This is needed for tracking our use of "greener" fuels.

SPECIFICATIONS

Charge Information

All charges on the invoice shall be listed as a separate line item in a format agreeable to the City and shall include:

- a) Shipping date;
- b) Product description;
- c) Amount ordered in gallons, if applicable;
- d) Order type - standing order, special order or emergency order;
- e) Date ordered (for special and emergency orders);
- f) Amount delivered in gallons after the calculation;
- g) The conversion factor used to calculate the gallons;
- h) The index from Platts Inside FERC's Gas Market Report titled for a month (not the one that lists the report as of a specific date) listed in section titled the Market Center Spot Gas Prices, (*month*) 1 (per MMBtu). For example, the "April 2018" report has the section title as Market Center Spot Gas Prices, April 1 (per MMBtu);
- i) Liquefaction charge;
- j) Delivery fee, if applicable;
- k) Any other charges or taxes written in the bid section;
- l) State Excise Tax;
- m) Oil Spill fees; and
- n) Sales Tax

Invoices and all the corresponding documents mentioned shall be submitted to the City within 30 days of delivery of fuel to a City site and within 5 business days at the end of the City's fiscal year which is September 30.

The invoices from September are due by the 5th business day of October.

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 Fuels Section 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.

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'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.

SPECIFICATIONS

The documents in the invoice package shall be mailed or e-mailed to:

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

FUEL SAMPLES

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 because of delivering LNG fuel that does not meet the specifications set forth in fuel specifications.

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 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.

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. The type of fuel shall include separating renewable LNG amounts delivered from non-renewable LNG amounts.

METHANE COMPOSITION

City requires methane composition 97.00% through 98.50% to use a 3.55 lbs/gallon conversion factor to compute billed gallons.

City requires methane composition 98.51% and above to use a 3.49 lbs/gallon conversion factor to compute billed gallons.

SUPPLEMENTAL QUESTIONS

RENEWABLE LNG

	Yes	No	Comments or Exceptions
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):			
1. Provide a technical definition of the RENEWABLE LNG your company provides and what the renewable sources are.	✓		(attach additional page(s) if needed) All renewable LNG is identical in composition to Standard LNG, and has been liquefied in the same manner as Standard LNG. Clean Energy's affiliate company, Clean Energy Renewables (CER), procures biomethane from renewable supply sources such as landfills and wastewater treatment plants. The biomethane procured from these supply sources is cleaned to pipeline quality and injected into the national natural gas pipeline system. CER has entered into various off-take agreements with biomethane production facilities to buy the biomethane produced at the facilities and sell this volume of renewable natural gas (RNG) to Clean Energy at the Boron Plant. We produce renewable LNG at Boron from these volumes and sell the final product to customers in California under the brand name Redeem. CER maintains a growing portfolio of biomethane supply sources that have the ability to deliver RNG to the Boron Plant for liquefaction. We currently deliver biomethane to California from 21 sources.
2. Does your company currently have an agreement with a source location(s) from which to procure or produce RENEWABLE LNG that will meet or exceed the City of Long Beach's requirements, of approximately 450,000 gallons per year per year, during the term of this contract?	✓		Clean Energy owns an LNG production plant in Boron, CA which is our exclusive supply. The plant is capable of producing 180,000 gallons of LNG per day and has 1.5 million gallons of storage which uniquely event of production disruption. Clean Energy has immediate access to other LNG supply sources in necessary.
3. Does the total volume of RENEWABLE 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?	✓		
4. It is estimated that the City will utilize approximately 450,000 gallons of LNG per year. Bidder shall certify that it has a current source location(s) from which it can procure or produce RENEWABLE LNG that will meet or exceed the City's requirements during the term of this contract.	✓		
5. List current liquefaction facilities your company owns, the daily production and the storage capacity at each site.	✓		See Exhibit B
6. Contractor shall provide upon request by the City the following documentation:	✓		

SUPPLEMENTAL QUESTIONS

<p>a) All training (hazmat certification, licenses required to transport cargo, in-house training for off and on loading of cargo);</p> <p>b) Safety records (spills, DMV or DOT citations), and maintenance records;</p> <p>c) Certifications on (tanks, trucks, and trailers including any regulatory violations or citations) on all employees and equipment associated with the work under this agreement.</p>	<p>✓</p> <p>✓</p> <p>✓</p>		<p>Clean Energy owns a fleet of 84 tanker trailers; however, we partner with Jack B. Kelley (JBK), owned by North America's largest tank hauler and logistics provider for transportation fuel, to deliver LNG fuel. JBK's documentation will be supplied upon request.</p>
<p>7. Your company shall have a minimum of two years of on-time delivery which required deliveries to several locations daily.</p>	<p>✓</p>		
<p>8. Bidder shall provide a minimum of three references that your company has serviced within the last 12 months (e.g., government/ commercial/ both)</p>	<p>✓</p>		<p>Refer to Attachment B, Reference List</p>
<p>9. Bidder shall certify compliance with California Business and Professions Code Sec. 17043, which states that "[i]t is unlawful for any person engaged in business within this 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, "Any contract, express or implied, made by any person, firm, or corporation in violation of this chapter is an illegal contract and no recovery thereon shall be had."</p>	<p>✓</p>		
<p>10. Your company shall have sufficient equipment to supply prompt on-time deliveries and sufficient quantities of Renewable LNG Fuel.</p>	<p>✓</p>		

SUPPLEMENTAL QUESTIONS

11. Composition Report: a. With every delivery contractor shall provide a product composition report. Does your company currently provide such report and who generates such report? If so, please submit a sample with your bid.	✓	A composition report is generated automatically at time of loading. A sample is attached.
12. Explain what documentation you will provide to substantiate that Renewable LNG you deliver fully qualifies as "renewable". The City will use the amount of Renewable LNG in various reports and publications.	✓	<p>All renewable LNG that is delivered to the City of Long Beach will be sourced from Clean Energy's biomethane production facilities, each of which has been registered under the United States Environmental Protection Agency (EPA) Renewable Fuel Standards (RFS2) as a Renewable Fuel Producer. These biomethane production facilities are also QAP certified under the RFS2, which is a voluntary Quality Assurance Plan (QAP) that recognizes renewable fuel production facilities that have completed this additional protocol to verify and validate all of their renewable fuel production. Clean Energy's biomethane production are verified through an independent, third-party QAP provider. Because all biomethane delivered to Long Beach comes from the QAP production facilities, Long Beach is provided with an affirmative defense that all fuels delivered qualify as renewable LNG, and through your use of renewable LNG as a transportation fuel, the City will be eligible to report these significant GHG reductions and environmental benefits.</p>
13. The City is aware of federal EPA's Renewable Fuel Standard and the State's Low Carbon Fuel Standard programs. The City is aware there is monetary value and credits to those in the supply chain of Renewal LNG. Confirm that whatever monetary value or credits your company may receive by selling Renewable LNG to the City, your company has taken this into consideration to reduce the bid amounts and therefore the cost to the City as much as possible.	✓	The monetary value realized by Clean Energy for all renewable LNG delivered to the City of Long Beach allows us to both deliver the most competitive price and guarantee 100% renewable LNG to Long Beach for the life of the contract, and all GHG reductions realized by the City for such volumes can be reported by the City in environmental reporting such as citywide GHG inventory or General Plan.



Boron LNG Plant
14436 Contractor Road
Boron, CA 93516

Fuel Composition Calculation				
Constituents	Mole Percent	Higher Heating Value (BTU/scf)	Lower Heating Value (BTU/scf)	
Methane	99.34			1,013.32
Ethane	0.56			912.53
Propanes	0.00			0.56
n-Butane	0.00			0.043
i-Butane	0.00			0.043
n-Pentane	0.00			1,357.63
i-Pentane	0.00			1,222.60
Hexanes (+)	0.00			137.06
Nitrogen (N2)	0.10			17.17
CO2	0.00			125.06
Water (H2O)	0.00			5.32
Air	0.00			6.00
Total:	100.00			21,420.42
Methane #				106.83

The Gas Chromatograph that is used for these calculations is a ABB Model XRC 750 with an ABB NGC 8200 that is calibrates itself every night.

Operator Name (printed):
Timothy Montalbano

Signature: _____ Date: 9/27/2018

Gasoline Heating Value (LHV) 114,118
Diesel Heating Value (LHV) 128,700

[illegible]

Calculation of Methane Number for Gas Compositions						
	Percent	H	Reactivity H	C	Reactivity C	
methane	99.340	4	3.9736	1	0.9934	
ethane	0.560	6	0.0336	2	0.0112	
propane	0.003	8	0.0002	3	0.0001	
n-butane	0.000	10	0.0000	4	0.0000	
i-butane	0.000	10	0.0000	4	0.0000	
n-pentane	0.000	12	0.0000	5	0.0000	
i-pentane	0.000	12	0.0000	5	0.0000	
n-hexane	0.000	14	0.0000	6	0.0000	
Totals			4.0074		1.0047	
Reactive H/C	3.9887					
Motor Octane Number	139.11941					
Methane Number	106.8					
Total Mole Percentage	99.903					

Attachment A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Clean Energy

Business/Contractor/Agency

Robert M. Vreeland

Name of Authorized Representative

Chief Financial Officer

Title of Authorized Representative



Signature of Authorized Representative

September 28, 2018

Date

r20141001

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

ATTACHMENT B

Reference Information Form

Client/Contractor Name City of Redlands

Project Manager/Contact Name Aaron Jenkins E-mail ajenkins@cityofredlands.org Ph. No. (909) 798-7568

Address 1270 West Park Avenue, Redlands, CA 92373

Project Description LNG Supply & Maintenance

Project Dates (Start and End) May 1, 2018 Contract Term(s) 1 year with four 1-year options Contract Amount \$475,000

Client/Contractor Name City of San Bernardino

Project Manager/Contact Name Adrienne Loa E-mail loa_ad@sbcity.org Ph. No. (909) 384-5220

Address 182 South Sierra Way, San Bernardino, CA 94208

Project Description LNG Supply & Maintenance

Project Dates (Start and End) April 1, 2018 Contract Term(s) 1 year with three 1-year options Contract Amount \$204,940

Client/Contractor Name Southwest Transportation Agency

Project Manager/Contact Name Shelly Thomas E-mail stthomas@southwesttpa.org Ph. No. (559) 644-1016

Address 16644 South Elm Avenue, Caruthers, CA 93609

Project Description LNG Supply & Maintenance

Project Dates (Start and End) July 1, 2018 Contract Term(s) 3 years Contract Amount \$675,000

Client/Contractor Name City of Fresno

Project Manager/Contact Name Duane Myers E-mail duane.myers@fresno.gov Ph. No. (559) 621-1186

Address 2101 G Street, Fresno, CA 93706

Project Description LNG Supply

Project Dates (Start and End) November 11, 2015 Contract Term(s) 2 years with three 1-year options Contract Amount \$2,298,049

Client/Contractor Name City of Santa Monica

Project Manager/Contact Name Getty Modica E-mail getty.modica@smgov.net Ph. No. (310) 458-1975

Address 1660 Seventh Street, Santa Monica, CA 90401

Project Description LNG Supply & Maintenance

Project Dates (Start and End) October 26, 2016 Contract Term(s) 1 year with four 1-year options Contract Amount \$2,690,454

Attachment C

**W-9 Request for Taxpayer
Identification Number and Certification**

[Form must be signed and dated]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Clean Energy	
	2 Business name/disregarded entity name, if different from above California Clean Energy, Inc. dba California Clean Energy, Clean Energy Fuels Corp., Clean Energy of California, Inc, Clean Energy CA Corp.,	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) E (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 4675 MacArthur Court, Ste. 800	Requester's name and address (optional)
	6 City, state, and ZIP code Newport Beach, CA 92660	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Robert M. Greeland</i>	Date ▶ <i>8-30-2018</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an 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 AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - 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



City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

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

- 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 the 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.
- 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.
- 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.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Robert M. Vreeland

Title: Chief Financial Officer

Signature: Robert M. Vreeland

Date: September 28, 2018



CLEAENE-05

KSHIPPEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Newport Beach, CA - HUB International Insurance Services Inc. 4695 MacArthur Court, Suite 600 Newport Beach, CA 92660		CONTACT NAME: Kimberly Shippey PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kimberly.shippey@hubinternational.com		
INSURED Clean Energy Fuels Corp Clean Energy, A CA Corp 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Federal Insurance Company		20281
		INSURER B : Pacific Indemnity Company		20346
		INSURER C : Illinois Union Insurance Company		27960
		INSURER D : ACE Property & Casualty Insurance Company		20699
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		35816898	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7352-19-89	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Liab Ded \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			7986-07-91	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	187173-64-18	11/30/2017	11/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			G28188353001	11/30/2016	12/30/2019	\$25K Retention 10,000,000
D	XS Um \$25M X \$6M			G27923501003	11/30/2017	11/30/2018	\$10,000 SIR 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid Number ITB FS 18-151 - Renewable Liquefied Natural Gas

The City of Long Beach, and its boards, officials, employees, and agents are included as additional insured as respects general liability, as required by written contract, subject to the terms and conditions of the policy and attached forms. Waiver of subrogation applies as respects workers' compensation per the attached forms.

CERTIFICATE HOLDER

CANCELLATION

IF CONTRACT IS AWARDED YOUR NAME AND ADDRESS WILL APPEAR HERE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number 3581-68-98 DAL

Insured CLEAN ENERGY A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Designated Persons Or Organizations

Any person or organization designated below is an insured; but they are insureds only with respect to their liability arising out of your acts or failure to act.

Designated Insured

"Any person or organization but only to the extent specified under written contract, agreement or permit signed prior to the date of an occurrence covered by this policy."

All other terms and conditions remain unchanged.

Authorized Representative

Policy Conditions**Endorsement**

Policy Period NOVEMBER 30, TO NOVEMBER 30,
Effective Date NOVEMBER 30,
Policy Number 3581-68-98 DAL
Insured CLEAN ENERGY, A CA CORPORATION
Name of Company FEDERAL INSURANCE COMPANY
Date Issued

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Schedule**Designated Person or Organization:**

If you are obligated, pursuant to a written contract or agreement, to provide notice of cancellation or nonrenewal to a person(s) or organization(s), then we will notify such person(s) or organization(s) provided that within 15 days of our request for such information to the first **named insured** or producer of record, the first **named insured** or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, email address of the person(s) or organization(s).

Conditions

Under Conditions, the following provisions are added:

Notice of Cancellation

When we cancel this policy we will notify person(s) or organization(s) shown in the Schedule above at least sixty (60) days (20 days in the event of non-payment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation with respect to any other person(s) or organization(s).

Notice of Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the person or organization shown in the Schedule above written

notice of the nonrenewal not less than thirty (30) days before the expiration date.

Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation with respect to any other person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in dark ink, appearing to be "P. M. 2", written over a horizontal line.



Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number 3581-68-98 DAL

Insured CLEAN ENERGY A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

"ANY PERSON OR ORGANIZATION THAT YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT, AGREEMENT OR PERMIT TO PROVIDE PRIMARY INSURANCE AS IS AFFORDED BY THIS POLICY, BUT ONLY TO THE MINIMUM EXTENT REQUIRED BY SUCH CONTRACT, AGREEMENT OR PERMIT."

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number 3581-68-98 DAL

Insured CLEAN ENERGY A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, the provision titled Transfer Or Waiver Of Rights Of Recovery Against Others is deleted and replaced with the following:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

Any waiver of our right of recovery granted under this endorsement:

- applies only to payments we make for injury or damage arising out of your ongoing operations; and
- ends when the contract or agreement requiring such waiver ends.

Conditions


Transfer Or Waiver Of Rights Of Recovery Against Others (continued)

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** to transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

All other terms and conditions remain unchanged.

Authorized Representative



Chubb Commercial Excess And Umbrella Insurance
Endorsement

Policy Period NOVEMBER 30, to NOVEMBER 30,
Effective Date November 30,
Policy Number 7986-07-91 DAL
Insured CLEAN ENERGY, A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

Endorsement
Notice of
Cancellation

Under Conditions, the following provisions are added.

Conditions

*Notice of Cancellation To Scheduled Persons
Or Organizations When We Cancel*

When we cancel this policy we will notify person(s) or organization(s) shown in the Schedule at least 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation with respect to any other person(s) or organization(s).

*Notice of Nonrenewal To Scheduled Persons
Or Organizations When We Do Not Renew*

If we decide not to renew this policy, we will mail or deliver to the person(s) or organization(s) shown in the Schedule written notice of the nonrenewal not less than 30 days before the expiration date.

Any failure by us to notify such person(s) or organization(s) will not invalidate such nonrenewal

with respect to any other person(s) or organization(s),

Schedule

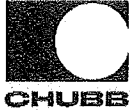
Person(s) or Organization(s):

If you are obligated, pursuant to a written contract or agreement, to provide notice of cancellation or nonrenewal to a person(s) or organization(s), then we will notify such person(s) or organization(s) provided that within 15 days of our request for such information to the first named **insured** or producer of record, the first named **insured** or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, email address of the person(s) or organization(s).

All other terms and conditions remain unchanged

Authorized Representative
December 15, 2016





Chubb Commercial Excess And Umbrella Insurance

Endorsement

Policy Period

Effective Date

Policy Number 7986-07-91

Insured CLEAN ENERGY A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

Under Conditions, Other Insurance is deleted and replaced by the following:

Conditions

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows:

- A. This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.
- B. We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.
- C. We will only pay our share of the amount of **loss**, if any, that exceeds the sum of the total:
 - 1. amount that all **other insurance** would pay for loss in absence of this insurance; and
 - 2. of all deductible and self-insured amounts under all **other insurance**.
- D. This insurance is not subject to the terms or conditions of any **other insurance**.

However, with respect to Coverage/Excess Follow-Form Coverage A only, paragraphs A. and B. above do not apply if:

- **underlying insurance** has agreed to provide insurance on a primary non-contributory basis to a person or organization; and

Conditions

Other Insurance (continued)

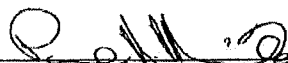
- the **insured** is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance;

then this insurance will not seek contribution from insurance available to such person or organization.

All other terms and conditions remain unchanged.

Authorized Representative

December 1, 2014





Chubb Commercial Excess And Umbrella Insurance

Conditions

Maintenance Of Underlying Insurance And Underlying Limits

(continued)

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

Other Insurance

If other valid and collectable insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

This insurance is not subject to the terms or conditions of any **other insurance**.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS OF SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, Insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.
- Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US OF SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY OF SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CLEAN ENERGY A CA CORPORATION

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PERSONS OR ORGANIZATIONS DESCRIBED IN THE WHO IS AN INSURED SECTION OF THIS CONTRACT AND THAT YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE WITH PRIMARY INSURANCE AS IS AFFORDED BY THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

BLANKET - ON FILE WITH COMPANY

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

ENDORSEMENT NO. 7
NOTICE OF CANCELLATION OR MATERIAL CHANGE TO CERTIFICATE HOLDER
ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on November 30, 2017, forms part of:

Policy No. DPL-7309-17
Issued to Clean Energy Fuels Corp.
Issued by Homeland Insurance Company of New York

In consideration of the premium charged:

- (1) If the Underwriter cancels this Policy for any reason other than for non-payment of premium, the Underwriter agrees to provide written notice of cancellation in accordance with the terms and conditions of this Policy to the Certificate Holder(s) scheduled below. If the Underwriter makes a **Material Change** to this Policy during the **Policy Period**, the Underwriter agrees to provide written notice of such **Material Change** to the Certificate Holder(s) scheduled below thirty (30) days prior to the effective date of such **Material Change**.
- (2) Failure to provide notice of cancellation or **Material Change** to a Certificate Holder shall impose no liability of any kind or nature whatsoever on the Underwriter and shall not amend or extend the effective date of policy cancellation or invalidate the cancellation or **Material Change**.
- (3) For the purposes of this endorsement, term "**Material Change**" means the addition of an endorsement to this Policy that reduces the applicable Limits of Liability stated in ITEM 3 of the Declarations or adds an exclusion to this Policy.
- (4) If the name(s) and address(es) of Certificate Holders are not included in the schedule below, then the **Insured** or the **Insured's** designee will immediately provide such name(s) and address(es) to the Underwriter upon the Underwriter's request.

Certificate Holder(s)

Address

On File with **Insured** or **Insured's**
designee

All other terms, conditions and limitations of this Policy shall remain unchanged.

CHUBB®

**Chubb Commercial Excess And Umbrella Insurance
Endorsement**

Policy Period NOVEMBER 30, to NOVEMBER 30,
Effective Date November 30,
Policy Number 7986-07-91 DAL
Insured CLEAN ENERGY, A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

**Endorsement
Notice of
Cancellation**

Under Conditions, the following provisions are added.

Conditions

*Notice of Cancellation To Scheduled Persons
Or Organizations When We Cancel*

When we cancel this policy we will notify person(s) or organization(s) shown in the Schedule at least 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation with respect to any other person(s) or organization(s).

*Notice of Nonrenewal To Scheduled Persons
Or Organizations When We Do Not Renew*

If we decide not to renew this policy, we will mail or deliver to the person(s) or organization(s) shown in the Schedule written notice of the nonrenewal not less than 30 days before the expiration date.

Any failure by us to notify such person(s) or organization(s) will not invalidate such nonrenewal

with respect to any other person(s) or organization(s),

Schedule

Person(s) or Organization(s):

If you are obligated, pursuant to a written contract or agreement, to provide notice of cancellation or nonrenewal to a person(s) or organization(s), then we will notify such person(s) or organization(s) provided that within 15 days of our request for such information to the first named **insured** or producer of record, the first named **insured** or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, email address of the person(s) or organization(s).

All other terms and conditions remain unchanged

Authorized Representative
December 15, 2016





Chubb Commercial Excess And Umbrella Insurance

Endorsement

Policy Period

Effective Date

Policy Number 7986-07-91

Insured CLEAN ENERGY A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

Under Conditions, Other Insurance is deleted and replaced by the following:

Conditions

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows:

- A. This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.
- B. We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.
- C. We will only pay our share of the amount of **loss**, if any, that exceeds the sum of the total:
 - 1. amount that all **other insurance** would pay for loss in absence of this insurance; and
 - 2. of all deductible and self-insured amounts under all **other insurance**.
- D. This insurance is not subject to the terms or conditions of any **other insurance**.

However, with respect to Coverage/Excess Follow-Form Coverage A only, paragraphs A. and B. above do not apply if:

- **underlying insurance** has agreed to provide insurance on a primary non-contributory basis to a person or organization; and

Conditions

Other Insurance (continued)

- the **insured** is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance;

then this insurance will not seek contribution from insurance available to such person or organization.

All other terms and conditions remain unchanged.

Authorized Representative

December 1, 2014





Chubb Commercial Excess And Umbrella Insurance

Conditions

Maintenance Of Underlying Insurance And Underlying Limits (continued)

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

Other Insurance

If other valid and collectable insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

This insurance is not subject to the terms or conditions of any **other insurance**.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement, effective on **11/30/17** at 12:01 A. M. standard time, forms a part of
(DATE)
Policy No. **(18)7173-64-18** of the **PACIFIC INDEMNITY COMPANY**
(NAME OF INSURANCE COMPANY)
Issued to **CLEAN ENERGY, A CA
CORPORATION**

Authorized Representative

Under Part Six — Conditions of the policy, the following is added:

**Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or
Organization(s)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

Name of Person(s) or Organization(s): **On File with the Company**
On File with the Company
Address: **:**

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 124
(4-84)

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **11/30/16** at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. **(15)7173-64-18** of the **PACIFIC INDEMNITY COMPANY**
(NAME OF INSURANCE COMPANY)

issued to **CLEAN ENERGY, A CA.
CORPORATION**

Endorsement No.



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHEN
REQUIRED BY WRITTEN CONTRACT
SIGNED PRIOR TO THE DATE OF AN
OCCURRENCE COVERED BY THIS POLICY.

Attachment E

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) 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
- 2) 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
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Robert M. Vreeland Title: Chief Financial Officer

Signature:  Date: September 28, 2018

Business Entity Name: Clean Energy

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Clean Energy Federal Tax ID No. 95-4603747
Address: 4675 MacArthur Court, Suite 800
City: Newport Beach State: CA ZIP: 92660
Contact Person: Barbara Johnson Telephone: (949) 437-1000
Email: barbara.johnson@cleanenergyfuels.com Fax: (949) 724-1397

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 28th day of September, 2018, at Newport Beach, CA

Name Robert M. Vreeland

Signature Robert M. Vreeland

Title Chief Financial Officer

Federal Tax ID No. 95-4603747

Performance Bond
No. _____

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to _____ designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

_____, as described in Specification No.: _____, Addenda/Addendum No. _____ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and _____, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligor is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the _____ day of _____, 20__.

<p>_____ Surety Name</p> <p>By: _____ Signature</p> <p>Name: _____ Printed Name</p> <p>Title: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>_____ Attorney-in-Fact</p> <p>_____ Signature</p>	<p>_____ Principal Name</p> <p>By: _____ Signature</p> <p>Name: _____ Printed Name)</p> <p>Title: _____</p> <p>By: _____ Signature</p> <p>Name: _____ Printed Name)</p> <p>Title: _____</p>
--	---

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

<p>_____, 20__</p> <p>Approved as to form.</p> <p>CHARLES PARKIN, City Attorney</p> <p>By: _____ Deputy City Attorney</p>	<p>_____, 20__</p> <p>Approved as to sufficiency.</p> <p>CITY OF LONG BEACH, a municipal corporation</p> <p>By: _____ City Manager/City Engineer</p>
---	--

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

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: capacity to produce 180,000 LNG gallons

Storage Capacity: 1.5 million LNG gallons

Address: 12114 Longstreet Road, Willis, TX 7737

Daily Production: capacity to produce 80,000 LNG gallons

Storage Capacity: 1 million LNG gallons

Address: _____

Daily Production: _____

Storage Capacity: _____

Address: _____

Daily Production: _____

Storage Capacity: _____

Related to Renewable LNG, 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: capacity to produce 180,000 LNG gallons

Storage Capacity: 1.5 million LNG gallons

Address: _____

Daily Production: _____

Storage Capacity: _____

Address: _____

Daily Production: _____

Storage Capacity: _____

Address: _____

Daily Production: _____

Storage Capacity: _____



018-002 Fuel Recommendations and Specifications

General Information

Cummins® natural gas engines provide a low emission alternative for various applications. In order for the engines to continually provide extremely low emission levels and provide the best durability and reliability, Cummins Inc. has developed several fuel standards. Operators of Cummins® natural gas engines should provide the standard or specification to the potential suppliers and request confirmation as to local availability.

For all Cummins® natural gas engines, the methane number based on Society of Automotive Engineers (SAE) 922359, and the higher or lower heating value (as appropriate) must equal or exceed those shown in the table below. As new ratings are developed and released, these values may change based on engine ratings.

These specifications apply to fuel as it is delivered to the engine, regardless of whether its origin was liquid or gaseous. Liquefied Natural Gas (LNG) is an acceptable fuel, provided the on-board fuel storage and supply system delivers proper pressure, temperature, and complete vaporization to the engine fuel system inlet. These specifications are not intended to cover certification requirements. The fuel **must not** contain water, dust, sand, dirt, oils, or any other substance or component in an amount that is detrimental to the operation of the engine. More specifications and test methods are detailed in these standards.

Cummins® natural gas engines are designed and adjusted to meet performance and emissions standards with fuel meeting these specifications. The engine may operate on fuels possessing a wide range of properties, but performance and emissions will be affected. In extreme cases, fuel with characteristics outside of these specifications can cause engine reliability or durability issues. Cummins Inc. assumes no responsibility for the use of fuels that do not meet these specifications. Engine damage caused by fuel not meeting these specifications is not covered by warranty.

Operators must be alert for sudden changes in engine operation, power levels, or the presence of knock. Each of these issues can be a sign of substandard fuel. If an issue related to fuel quality is suspected, ask the fuel supplier to sample and analyze the fuel in the vehicle. Contact a Cummins® Authorized Repair Location for information regarding calculating methane numbers, higher heating values, and lower heating values.

Fuel Standards for Cummins® Natural Gas Engines

Standard	Engine Family		
	B5.9 G, C8.3 G	ISB5.9 G B Gas International, B Gas Plus, C Gas Plus, L Gas Plus	ISL G ISX12 G
Cummins® Engineering Standards (CES) 14604 Minimum Methane Number: 80 Minimum Higher Heating Value: 975 British Thermal Unit (BTU)/Standard Cubic Feet	Yes		
CES 14624 Minimum Methane Number: 75 Minimum Lower Heating Value: 37448.6 kJ/kg (16100 BTU/lbm)			Yes
CES 14608 Minimum Methane Number: 65 Minimum Lower Heating Value: 37448.6 kJ/kg (16100 BTU/lbm)		Yes	

The table below shows the basic chemical composition for CES 14604, CES14624, and CES 14608. More information for each standard will follow the chart.

Table 9: CES 14604, CES 14624, and CES 14608 Chemical Composition

Constituents	Test Method
Methane (CH ₄)	American Society of Testing and Materials (ASTM) D1945
Ethane (C ₂ H ₆)	ASTM D1945
Propane (C ₃ H ₈)	ASTM D1945
Butane and Heavier (C ₄ H ₁₀ ⁺)	ASTM D1945
Carbon Dioxide and Nitrogen (CO ₂ + N ₂)	ASTM D1945
Hydrogen (H ₂)	ASTM D2650
Carbon Monoxide (CO)	ASTM D2650
Oxygen (O ₂)	ASTM D1945
Sulfur (S)	Title 17 CCR Section 94112 Method 16

CES 14604 applies to B5.9 G and C8.3 G. For CES 14604, the methane number shall not be below 80 and the higher heating value shall not be below 975 BTU/Standard Cubic Foot. The methane number and higher heating value are calculated values. For more

detail on CES 14604, contact an approved Cummins® authorized repair location.

CES 14624 applies to ISL G and ISX12 G. For CES 14624, the methane number shall not be below 75 and the lower heating value should not be below 16,100 BTU/lbm. The methane number and lower heating value are calculated values. For more detail on CES 14624, contact an approved Cummins® authorized repair location. The table below specifies the four constituents in the natural gas mixture that must meet certain requirements to be used in the ISL G and ISX12 G engines.

CES 14608 applies to ISB5.9 G, B Gas International, B Gas Plus, C Gas Plus, and L Gas Plus engines. For CES 14608, the methane number shall not be below 65 and the lower heating value should not be below 16,100 BTU/lbm. The methane number and lower heating value are calculated values. For more detail on CES 14608, contact an approved Cummins® authorized repair location. The table below specifies the four constituents in the natural gas mixture that must meet certain requirements to be used in ISB5.9 G, B Gas International, B Gas Plus, C Gas Plus, and L Gas Plus engines.

CES 14608 and CES 14624 Maximum Allowable Hydrogen, Hydrogen Sulfide, Sulfur, and Siloxanes		
Constituents	Requirements	Test Method
Hydrogen (H ₂)	0.03 percent volume maximum	ASTM D2650
Hydrogen Sulfide (H ₂ S)	0.0006 percent volume maximum	ASTM D4084
Siloxanes	0.0003 percent volume maximum	Environmental Protection Agency (EPA) TO-14, 15 GC/ELCD, GC/AED, GC/MS
Sulfur (S)	0.001 percent weight maximum	Title 17 CCR Section 94112 Method 16

This table is an example using CES 14604 to determine if the fuel meets the fuel standards.

Test Fuel Data Input (See Notes at Right)			
Location (Description)		Certified Fuel	Notes
Methane	CH ₄	90.20 percent	Fuel requirements for automotive spark-ignited gas engines only .
Ethane	C ₂ H ₆	4.03 percent	Fuel as delivered to engine, regardless if liquid or gaseous.
Propane	C ₃ H ₈	1.76 percent	The maximum allowable sulfur content is equal to 0.001 percent of the weight.
Butane	C ₄ H ₁₀	0.01 percent	Fuel must not contain water, dust, sand, dirt, oils, or any substance that can harm the engine.
		0.01	

Pentane	C ₅ H ₁₂	percent	
Hexane	C ₆ H ₁₄	0.00 percent	
Heptane	C ₇ H ₁₆	0.00 percent	
Octane	C ₈ H ₁₈	0.00 percent	
Carbon Dioxide	CO ₂	0.00 percent	
Nitrogen	N ₂	3.99 percent	
Oxygen	O ₂	0.00 percent	
Sum of Components		100 percent	
Methane Number:	89.76	PASS (Minimum Methane Number: 80)	
Higher Heating Value (BTU/Standard Cubic Feet)	1024.50	PASS (Minimum Higher Heating Value is equal to 975 BTU/Standard Cubic Feet)	

NOTE: Both the methane number and higher heating value criteria must be met to pass a given fuel.

L10 G		
CES 20067 Chemical Composition of Fuel		
Constituents	Requirements	Test Method
Methane (CH ₄)	90.0 percent volume minimum	ASTM D1945
Ethane (C ₂ H ₆)	4.0 percent volume maximum	ASTM D1945
Propane (C ₃ H ₈)	1.7 percent volume maximum	ASTM D1945
Butane and Heavier (C ₄ H ₁₀ ⁺)	0.7 percent volume maximum	ASTM D1945
Carbon Dioxide (CO ₂)	3.0 percent volume maximum	ASTM D1945
Nitrogen (N ₂)	3.0 percent volume maximum	ASTM D1945
	0.1 percent volume	

Hydrogen (H ₂)	maximum	ASTM D2650
Carbon Monoxide (CO)	0.1 percent volume maximum	ASTM D2650
Oxygen (O ₂)	0.5 percent volume maximum	ASTM D1945
Sulfur (S)	0.001 percent weight maximum	Title 17 CCR, Section 94112, Method 16
Wobbe Index	1300 to 1377	ASTM D3588

For further details and discussion of fuels for Cummins® engines, refer to Fuels for Cummins® Engines, Bulletin 3379001.

Liquefied Petroleum Gas

This section presents the specifications for liquefied petroleum gas (LPG) engines.

CES 14612 and 14613 have been developed as a specification for LPG fueled engines. Operators of Cummins® LPG engines must refer the standard/specification to the potential fuel suppliers and request confirmation as to the local availability.

The requirements apply to fuel as it is delivered to the engine. This specification is not intended to cover certification requirements. The fuel **must not** contain water, dust, sand, dirt, oils, or any other substance or component in an amount that is detrimental to the operation of the engine. More specifications and testing methods are detailed in the standard.

- B5.9 LPG engines require fuels which conform to CES 14612.
- B LPG Plus engines include knock sensing and control. Fuels conforming to CES 14612 or CES 14613 can be used with these engines.

CES 14612 Chemical Composition		
Constituents	Requirements	Test Method
Propane (C ₃ H ₈)	90.0 percent volume minimum	ASTM D 2163
Propylene (C ₃ H ₆)	5.0 percent volume maximum	ASTM D 2163
Butane and Heavier (C ₄ H ₁₀ +))	2.5 percent volume maximum	ASTM D 2163
Hydrogen Sulfide (H ₂ S)	Pass	ASTM D 2420
Sulfur (S)	123 parts per million weight (ppmw)	ASTM D 2784
		ASTM D

Oxygen (O ₂)	0.5 percent weight maximum	1945
Carbon Dioxide and Nitrogen (CO ₂ + N ₂)	3.0 percent volume maximum	ASTM D 1945
Vapor Pressure with a gas temperature of 38°C [100°F]	1430 kPa [208 psig] maximum	ASTM D1267
Volatile residue temperature at 95% evaporation	-38.3°C [-37°F] maximum	ASTM D1837
Moisture Content	Pass	ASTM D2713
Copper corrosion strip test	Number 1 maximum	ASTM D1838

CES 14613 Chemical Composition

Constituents	Requirements	Test Method
Propane (C ₃ H ₈)	85.0 percent volume minimum	ASTM D 2163
Propylene (C ₃ H ₆)	10.0 percent volume maximum	ASTM D 2163
Butane and Heavier (C ₄ H ₁₀ +))	5.0 percent volume maximum	ASTM D 2163
Hydrogen Sulfide (H ₂ S)	Pass	ASTM D 2420
Sulfur (S)	80 parts per million weight (ppmw)	ASTM D 2784
Vapor Pressure with a gas temperature of 38°C [100°F]	1430 kPa [208 psig] maximum	ASTM D1267
Volatile residue temperature at 95% evaporation	-38.3°C [-37°F] maximum	ASTM D1837
Moisture Content	Pass	ASTM D2713
Copper corrosion strip test	Number 1 maximum	ASTM D1838

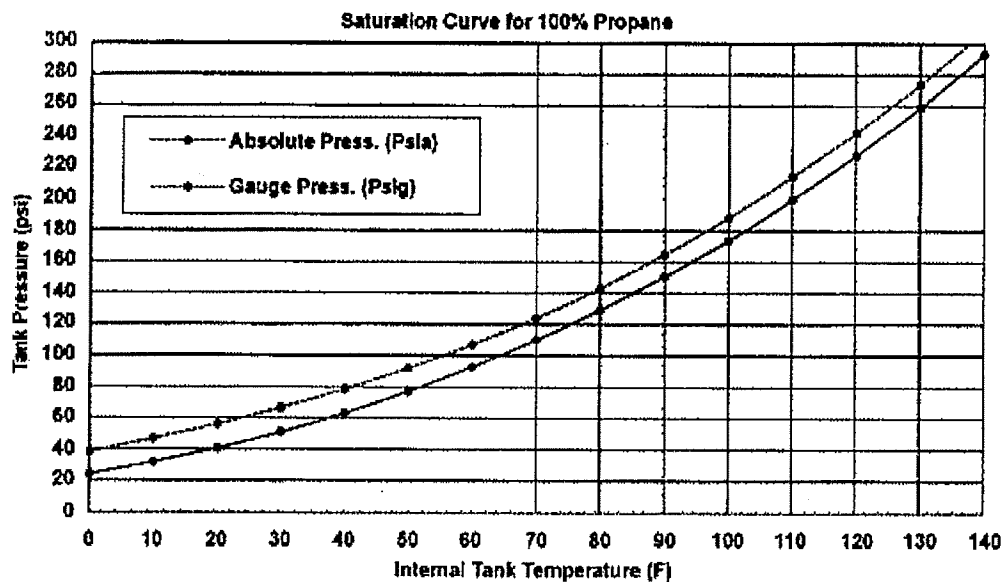
Cummins® LPG engines are designed and adjusted to meet performance and emissions standards with fuel meeting these specifications. The engine may be able to operate on fuels possessing a wide range of properties, but performance and emissions will be affected, and in extreme cases, fuel with characteristics outside of these specifications can cause engine reliability or durability issues. Cummins Inc. assumes no responsibility for the use of fuels that do not meet this specification. Engine damage caused by fuel not meeting this specification is not covered under warranty.

The vehicle supply hose to the engine must be approved for use with liquid phase propane (CGA Type III Approved). Engine damage, service issues, or performance issues that occur due to the use of other products are not considered a defect in workmanship or material as supplied by Cummins Inc. and can not be compensated under the Cummins Inc. warranty.

Operators must be alert for sudden changes in engine operation, power levels, or pre-ignition. Each of these can be a sign of substandard fuel. If you suspect an issue related to fuel quality, ask your fuel supplier to sample and analyze the fuel in the vehicle, or contact a Cummins® Authorized Repair Location for assistance.

Fuel pressure control is vital to proper engine operation. Liquid phase propane must be supplied to the engine at a steady pressure (+/- 5 psi) under all conditions (temperature and fuel flow rates). Fuel pressure will vary as a function of temperature. Fluctuations can not occur rapidly. Reference the engine data sheet for pressure and flow requirements.

For cold weather operation (less than 2°C [35°F]), a pressure assist fuel system may be needed to meet the fuel pressure requirements. The figure: Vehicle LPG Tank - Cold Ambient Effects, shows the pressure/temperature correlation for 100 percent propane.



00800372

Vehicle LPG Tank - Cold Ambient Effects

Last Modified: 11-Jan-2013

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Bid Instructions

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 97.00% through 98.50% will be billed using a conversion factor of 3.55 lbs/gallon to compute the number of gallons used on the invoice. LNG loads delivered to the City containing a methane composition 98.51% and above will be billed using a conversion factor of 3.49 lbs/gallon to compute the number of gallons used on the invoice.

To determine the Overall Price for your bid:

1. *All bidders will use the same base index for the Southern California Gas Company and then stipulate a margin factor that in effect increases or decreases that index. This base index is to come from Platts Inside FERC's Gas Market Report titled for month when the delivery was made. (This is not the report that lists a specific date). The section is titled, "Market Center Spot Gas Prices, (*month*) 1 (per MMBtu)". For example, the "April 2015" report with the section titled, "Market Center Spot Gas Prices, April 1 (per MMBtu)" has a Southern California Gas Co. index value is \$2.50 and is used below.
2. To arrive at a per gallon amount, the index is divided by 12.104 IAP to get the MMBTU price per gallon. See below.
3. ** These bid amounts are considered fixed for the duration of the contract. All additional charges, taxes, and fees must be specified. Bidder must provide detail description of each or state N/A if none.
4. 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

Sales Tax: Unit prices stated herein shall not include sales tax.



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

Date

NOTICE TO BIDDERS

ADDENDUM NO. 1:

ITB FS 18-151 LIQUIFIED NATURAL GAS (LNG)

This addendum changes and supersedes the language in the original Bid. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

1. Question:

The City lists the estimated annual volume to be 450,000 LNG gallons. Does the City anticipate its LNG fuel usage to drop in the second year of the fuel contract or any of the option years? If so, please provide an estimated LNG reduction based on your fleet replacement schedule.

Answer:

- a. Yes.
- b. We anticipate LNG usage to hold fairly steady throughout year one, then we expect a 40% drop in LNG use in year 2, and another drop (TBD) for the first option year. This is subject to change.

2. Question:

Has the City been informed about recent changes to AB32's California Compliance Allowance (CCA) obligation? The California Air Resource Board (ARB) has expanded these obligation costs to now include all out of state LNG producers. What fees, if any, or rate adjustments has the City paid to cover this obligation cost? Please confirm bidders should incorporate all AB 32 compliance costs into their delivered rate to this City.

Answer:

- a. Yes.
- b. It is up to the awarded vendor to cover the AB32 CCA obligation.
- c. Bidders should incorporate all AB32 compliance costs into their delivered rate to the City.

3. Question:

Please confirm the City will award the lowest responsive bidder over the two-year initial term.

Answer: Page 5, #17 Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications.

4. Question: Will the city extend the final question due date to allow bidders to ask any follow up questions and/or request further clarification?


Answer: No

5. Question: Will the City supply the "bid price sheet" as a general attachment reference in other details?

Answer: No, the bidder is to put their pricing online in the line items section.

PREPARED BY: Michelle King, Buyer II

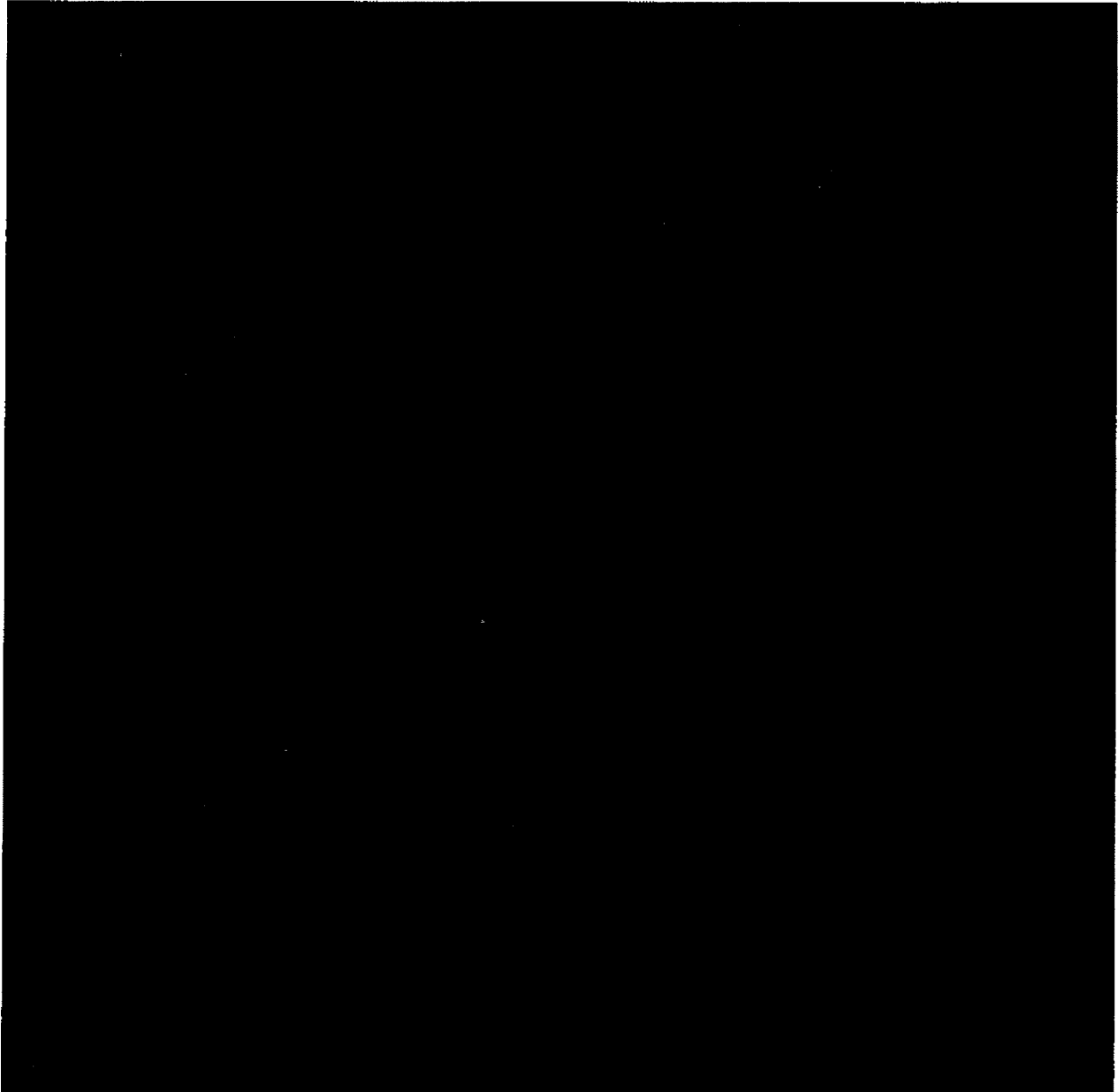
ACKNOWLEDGED BY: Clean Energy
Company Name

<u>Robert M. Vreeland</u>	<u>Chief Financial Officer</u>
Print Name	Title
<u></u>	<u>September 28, 2018</u>
Signature	Date

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

Held on Wednesday, May 27, 2015

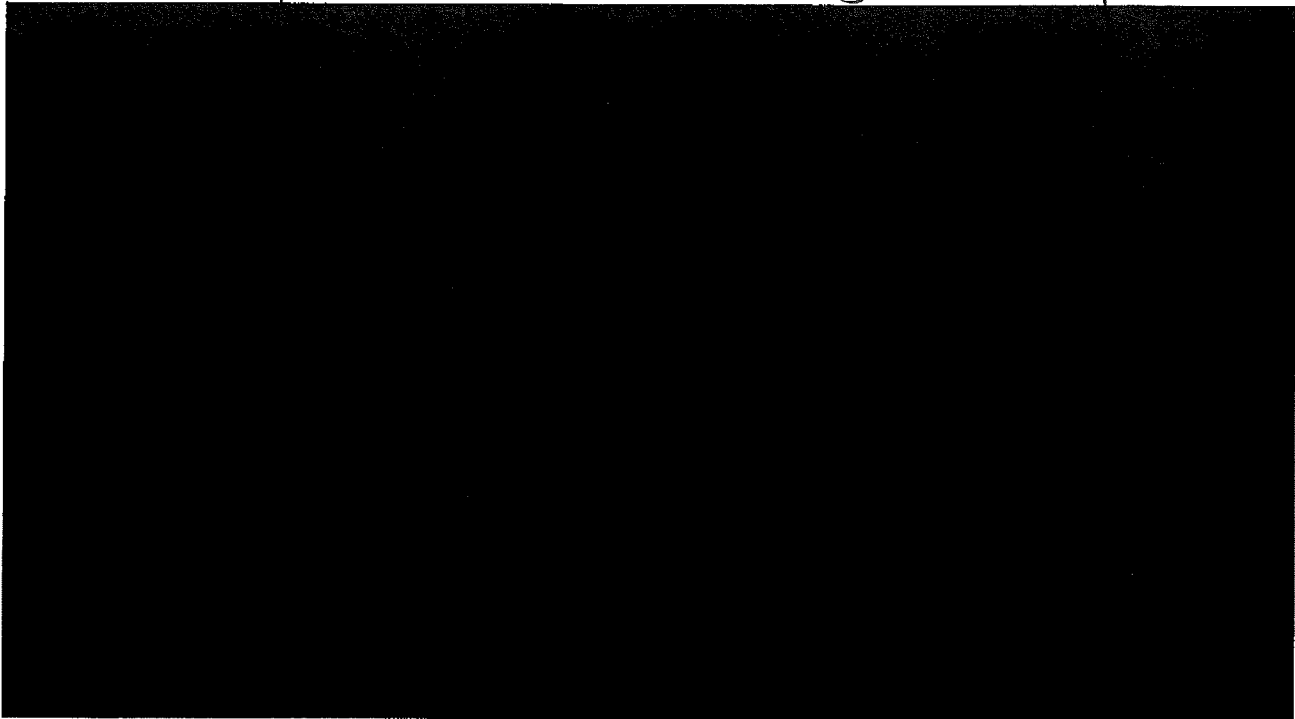
The Meeting of the Board of Directors (the "Board") of Clean Energy Fuels Corp., a Delaware corporation (the "Corporation"), was held on Wednesday, May 27, 2015, at the Island Hotel in Newport Beach, California, commencing at 12:15 p.m. PT, pursuant to the provisions of the Bylaws of the Corporation. Warren I. Mitchell, Chairman of the Board, presided over the meeting and minutes were kept by J. Nathan Jensen, General Counsel of the Corporation.



Meeting Call to Order

Mr. Mitchell called the meeting to order at 12:15 p.m. PT.

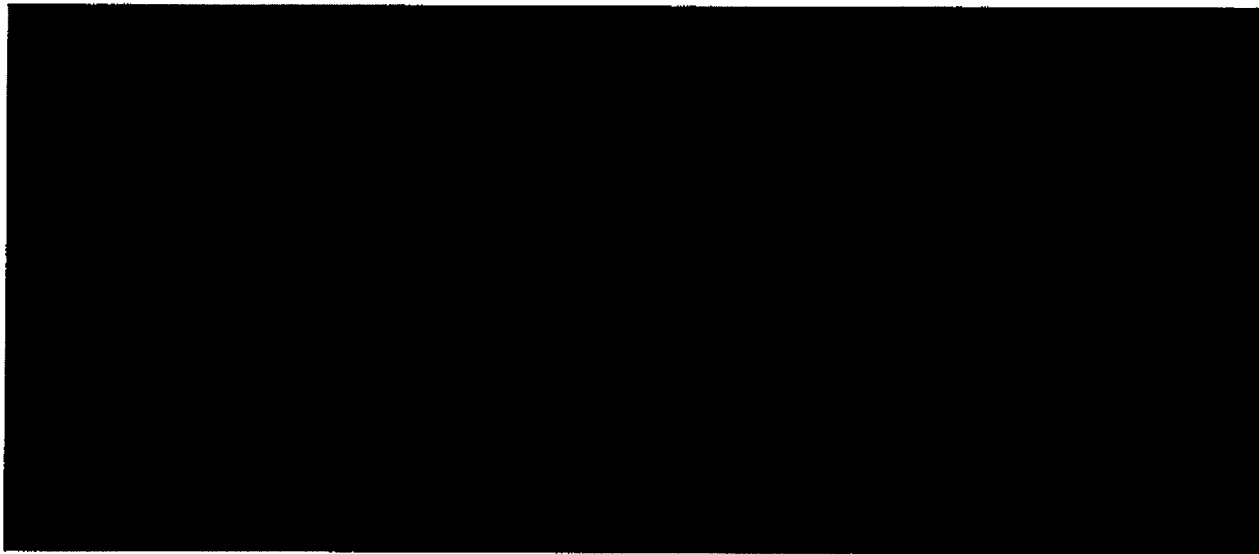
pages 3-6 were fully redacted



Legal Matters


Mr. Jensen led a discussion regarding legal matters that had been summarized in a memorandum circulated in advance to the Board.

The first matter for the Board's consideration was the approval of resolutions approving the annual appointment of executive officers of the Corporation, the annual appointment of directors and officers of certain subsidiaries of the Corporation, and the designation of signatories of the Corporation. Upon motion duly made and seconded, the resolutions attached hereto as Exhibit A were unanimously approved and adopted by the Board.



Adjournment)
_____)

There being no further business to come before the Board, Mr. Mitchell adjourned the meeting at 4:45 p.m. PT.



Mitchell W. Pratt
Corporate Secretary

APPROVED:



Warren I. Mitchell
Chairman of the Board

Exhibit A

RESOLUTIONS FOR THE APPOINTMENT OF EXECUTIVE OFFICERS

RESOLVED, that the Board hereby appoints the following persons as executive officers of the Corporation (who will be deemed the "officers" of the Corporation for purposes of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) to hold the offices set forth opposite their respective name until the Annual Meeting of the Board to be held in 2016 or until their respective successors are named:

Andrew J. Littlefair:	President and Chief Executive Officer
Robert M. Vreeland:	Chief Financial 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

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"), I.M.W. Industries Ltd., a British Columbia company, Clean Energy LNG Holdings, LLC, a Delaware limited liability 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; Mitchell W. Pratt; Barclay F. Corbus; and Robert M. Vreeland.

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
Robert M. Vreeland:	Chief Financial 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

RESOLUTIONS FOR THE DESIGNATION OF SIGNATORIES

WHEREAS, it is in the best interest of the Corporation to clarify the designation of individuals authorized as signatories of the Corporation and each Subsidiary with respect to selecting such banks as such individuals shall deem appropriate as a depository or depositories for the funds of the Corporation and each Subsidiary, opening accounts and conducting banking business with the selected 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 clarify the designation of authorized signatory officers of the Corporation and each Subsidiary.

NOW, THEREFORE, BE IT RESOLVED, that the individuals listed below are hereby authorized to sign and deliver, with respect to the Corporation and each Subsidiary, such banking resolutions as are required by such bank or banks in order to open checking accounts and such other accounts as the below individuals 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 be, and each of them hereby is, authorized to designate signatories to execute checks and other documents on behalf of the Corporation and each Subsidiary 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 be, and they hereby are, authorized and directed to execute and deliver, in the name of the Corporation and each Subsidiary and under the applicable 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 and each Subsidiary:

Andrew J. Littlefair:	President and Chief Executive Officer
Robert M. Vreeland:	Chief Financial Officer
Mitchell W. Pratt:	Chief Operating Officer and Corporate Secretary
Jason John Armstrong:	Corporate Controller
Laura Modlin:	U.S. 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 individuals may in their discretion deem necessary or appropriate to effectuate, execute and deliver such ordinary course business contracts and agreements binding the Corporation and each Subsidiary on behalf of the Corporation and each Subsidiary:

Andrew J. Littlefair:	President and Chief Executive Officer
Robert M. Vreeland:	Chief Financial 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
J. Nathan Jensen:	Vice President and General Counsel

RESOLVED FURTHER, that Chad Lindholm, the Corporation's Vice President, Sales, National Accounts, is authorized, directed and empowered to prepare, execute, acknowledge, deliver and to take such other actions as he may in his discretion deem necessary or appropriate to effectuate, execute and deliver fuel price letter agreements binding Clean Energy on behalf of Clean Energy;

RESOLVED FURTHER, that all actions heretofore taken by any officer or director of the Corporation or a Subsidiary 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 and each Subsidiary be, and each of them hereby is, authorized and empowered on behalf of the Corporation and each Subsidiary and in its name to take or cause to be taken all actions and to execute and deliver all such instruments and resolutions that the officers of the Corporation and each Subsidiary, 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 or resolution by an authorized officer of the Corporation or a Subsidiary, as applicable.