

BID NUMBER ITB FS 15-113 **REBID**

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



INVITATION TO BID **REBID**

Liquefied Natural Gas (LNG)

33984

CONTRACT NO.

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: _____ **ON THE** _____ **DAY OF** _____, **20** _____.

COMPANY NAME: Applied LNG Technologies, L.L.C. **TIN:** _____
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 31111 Agoura Road #208 **CITY:** Westlake Village **STATE:** CA **ZIP:** 91377

PHONE: (818) 450-3650 **FAX:** (818) 450-3660

S/ _____ **CFO**
(SIGNATURE) (TITLE)

Edward McKenna, Jr. emckenna@appliedlng.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 _____
Director of Financial Management

9/16/15
Date

APPROVED AS TO FORM
September 10, 2015
CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB FS 15-113 **REBID**

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of _____

Partnership State of _____

General Limited

Joint Venture

Individual DBA _____

Limited Liability Company State of DE

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

OPTIONAL

Ethnic (Check one):

- Black Asian Other Non-white
 Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

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

Please see attached Acknowledgement

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Chief Financial Officer
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgement - State of California
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

8/14/2015
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):
Applied LNG Technologies, LLC

SIGNER(S) OTHER THAN NAMED ABOVE

To accompany Bid number ITB FS 15-113, Invitation to Bid
Liquified Natural Gas (LNG) City of Long Beach for
Applied LNG Technologies, LLC.

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 LOS Angeles)

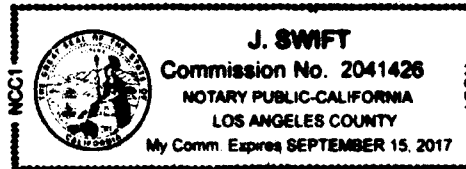
On August 14, 2015 before me, J. Swift
(insert name and title of the officer)

personally appeared Edward McKenna, Jr.,
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)

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.

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

Address: _____

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: N/A

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: **Sokunthea Kol (Soey)**
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: August 11, 2015
TIME: 11:00 am

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

 SOEY KOL (562) 570-6123
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices 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 after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

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

YES X NO

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

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix D 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 defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

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

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

CONTRACT – GENERAL CONDITIONS

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 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

CONTRACT – GENERAL CONDITIONS

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.

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

CONTRACT – GENERAL CONDITIONS

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.

1. PROJECT OVERVIEW

The City of Long Beach (City) is soliciting bids for Liquefied Natural Gas (LNG) and Renewable LNG. The City's need is for liquefied natural gas fuel for a current vehicle inventory of 105, such as Truck Tractor, Refuse Trucks, Street Sweepers and Dump Trucks. The annual estimated usage is 800,000 gallons per year; however, actual amounts will 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.

2. BID TIMELINE – all times are Pacific Time

Bid release date:	July 28, 2015
Question due:	July 31, 2015 by 4:30 pm
Posting of Q & A:	August 5, 2015 by 4:30 pm
Bid due date:	August 11, 2015 by 11:00 am

3. 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.

3.1 Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- List of Liquefaction Facilities (Exhibit A)
- List of Liquefaction Facilities for Renewable LNG (Exhibit B)
- QSOL Fuel Spec ISL G (Exhibit C)
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)

3.2 Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media copy (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

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

ITB FS 15-113REBID** Liquefied Natural Gas (LNG)**

BID NUMBER ITB FS 15-113REBID****

Bids must be received by 11:00 AM Pacific Time, August 11, 2015. Bids 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.

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov attention Soey Kol.

4. 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.

5. AWARD

The City prefers to award to a single contractor but reserves the right to award contract 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.

6. 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.

7. 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 following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

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 Business Services Bureau Manager. 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.

BID NUMBER ITB FS 15-113REBID****

Once the protest is received by the Business Services Bureau Manager, 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 Business Services Bureau Manager by the close of the business on the third (3rd) business day.

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager 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 a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award or from the expiration of the current contract, whichever is earlier, 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.

9. RENEWALS

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

10. PRICE INCREASE:

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.

Please fill in the following blanks:

A. Shall not exceed 3 % during first extension period.

B. Shall not exceed 3 % during second extension period.

11. BOND PROVISIONS

N/A

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) 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 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.

BID NUMBER ITB FS 15-113REBID****

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),

BID NUMBER ITB FS 15-113REBID****

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."

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 (4 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).

13. CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

14. VALIDITY

The invalidity, unenforceability or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

15. COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the Contractor shall report the same in writing to the City.

16. CONTRACTOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 0

17. INSURANCE

See Requirements on page 9, Section 30

18. FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Manager and executed by the Contractor and the City.

19. ACCESS TO CONTRACTOR'S RECORDS

The Awarded Contractor 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 Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

20. PUBLIC RECORDS REQUESTS

Bid will become public record after the award of a contract unless specific parts of the bid can be shown to be exempt by law. Each vendor may clearly label part of a bid as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

21. CONTRACT ENFORCEMENT

In the event the City commences legal proceedings for the enforcement of the Contract and is the prevailing party, the City shall be entitled to an award of attorney's fees and cost incurred in the action.

22. BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. The Contractor must reference BPO release number and not the BPO number on all invoices.

23. PRICING

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. **No price increases will be allowed during the first twenty-four month contract period.**

SPECIFICATIONS

24. 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.

25. 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

26. 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. This is not the methane percentage as listed in section 26a. 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.

27. CONTRACTOR'S RESPONSIBILITIES

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

SPECIFICATIONS

- 27.2 Contractor shall be liable for any damage or citations incurred as a result of any spills or releases. In addition, the City reserves the right to cancel the contract of any Contractor or carrier, who, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who, under any circumstances, causes a spill or release while delivering.
- 27.3 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.
- 27.4 Unless provided otherwise in this agreement, Contractor shall have title to and bear risk of any loss of or damage to the items purchased under this contract until they are delivered in conformity with this agreement.

28. 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.

29. ESTIMATED LNG USAGE

- 29.1 Total LNG usage is estimated to be 800,000 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.
- 29.2 The City will supply average fuel use by the day of the week to the Contractor for planning purposes.

30. ORDER CATEGORIES

- 30.1 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 7:00 P.M. and 5:00 A.M. (PST) Monday through Friday. Contractor must receive permission from the Fleet Services Bureau to fuel outside of the acceptable delivery times.

SPECIFICATIONS

30.2 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.

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

30.3 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.

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.

31. 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: Celina Garcia

TITLE: Customer Service Manager

CELL: (909) 215-2927

E-MAIL: cgarcia@appliedlng.com

SPECIFICATIONS

B. PRIMARY CONTACT:

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

NAME: Javier Altamirano

TITLE: Business Development Manager

OFFICE PHONE: (818) 450-3655

FAX: (818) 450-3660

CELL: (310) 780-5167

EMAIL: jaltamirano@appliedlng.com

C. SECONDARY CONTACT:

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

NAME: Greg Roche

TITLE: Vice President of Sales & Marketing

OFFICE PHONE: (818) 450-3669

FAX: (818) 450-3660

CELL: (818) 540-8960

EMAIL: groche@appliedlng.com

32. CITY CONTACT FOR DELIVERY PROBLEMS

Fuel Operations Section
Office phone: (562) 570-5430 or
Cell phone (562) 755-9452

33. 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.

SPECIFICATIONS

34. 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.

35. 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.

36. 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.

37. COVER

- 37.1 In the event of non-performance on the part of the Contractor, the City shall have the obligation to seek reasonable cover.
- 37.2 If substitute fuel is purchased, Contractor shall promptly reimburse the City for any excess costs occasioned by such purchase. Furthermore, any delays in the delivery of fuel beyond the delivery date/time (to be established by Fleet Services Bureau) will result in added expense to City; hence, the City shall promptly be paid damages for such delay.
- 37.3 In as much as the amount of such damage will be extremely difficult to ascertain, Contractor shall agree to compensate the City in the amount of \$500.00 per calendar day, not to exceed up to \$5,000 per event for either:
 - 37.3.1 Each day the inventory for both tanks combined drops below 22,000 gallons; or
 - 37.3.2 A scheduled or emergency order that is not delivered on the scheduled day.
- 37.4 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 day when it is delivered, (August 2). The amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty.
- 37.5 The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due under the contract. Nothing in this section should be read to exclude or negate other provisions expressed herein.
- 37.6 The City reserves the right to order fuels from an alternate source when it is in the best interest of the City to do so.
- 37.7 The City reserves the right to authorize a late delivery.

SPECIFICATIONS

38. 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.

39. 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.

40. INVOICING

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

40.1 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 in order 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.

40.2 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;

SPECIFICATIONS

- 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 2015" 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
- 40.3 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.
- 40.4 The invoices from September are due by the 5th business day of October.
- 40.5 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) 570-5407 regarding the required invoicing format. If necessary, a sample of the invoicing format may be required prior to the start of service.
- 40.6 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.
- 40.7 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.
- 40.8 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

41. 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 as a result of delivering LNG fuel that does not meet the specifications set forth in fuel specifications.

SPECIFICATIONS

42. 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.

43. 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.

44. METHANE COMPOSITION

- 44.1 City requires methane composition 97.00% through 98.50% to use a 3.55 lbs/gallon conversion factor to compute billed gallons.
- 44.2 City requires methane composition 98.51% and above to use a 3.49 lbs/gallon conversion factor to compute billed gallons.

SUPPLEMENTAL QUESTIONS

Questions for Mandatory Bid #1 and Alternative Bid #2 Standard 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. Does your company currently have an agreement with a source location(s) from which to procure or produce LNG that will meet or exceed the City of Long Beach's requirements, of approximately 800,000 gallons per year per year, during the term of this contract?	Yes		Applied LNG owns and operates 2 (two) liquefiers at the Needle Mountain LNG Production Facility in Topock, AZ with a total production capacity of 60,000,000 gallons per year. We are constructing a liquefier at our new Dallas Midlothian TX production facility which will produce 30,000,000 gallons per year and be operational later this year.
2. Does the total volume of LNG produced at your source location(s) exceed your commitments for all customers, including capacity required by the City of Long Beach during the term of this contract?	Yes		Our total production capacity of 60,000,000 gallons per year at Needle Mountain exceeds our customer commitments including LNG required by the City of Long Beach with ample reserve capacity.
3. It is estimated that the City will utilize approximately 800,000 gallons of LNG per year. Bidder shall certify that it has a current source location(s) from which it can procure or produce LNG that will meet or exceed the City's requirements during the term of this contract.	Yes		Applied LNG certifies that the total production capacity of 60,000,000 gallons per year at the Needle Mountain LNG facility has ample capacity to meet the City of Long Beach's requirement for 800,000 gallons per year.
4. List current liquefaction facilities your company owns, the daily production and the storage capacity at each site.	Yes		See Exhibit A
5. Contractor shall provide upon request by the City the following documentation: a) All training (hazmat certification, licenses required to transport cargo, in-house training for off and on loading of cargo); b) Safety records (spills, DMV or DOT citations), and maintenance records; c) Certifications on (tanks, trucks, and trailers including any regulatory violations or citations) on all	Yes		Applied LNG will provide records upon request.

SUPPLEMENTAL QUESTIONS

employees and equipment associated with the work under this agreement.			
6. Your company shall have a minimum of two years of on-time delivery which required deliveries to several locations daily.	Yes		
7. Bidder shall provide a minimum of three references that your company has serviced within the last 12 months (e.g., government/ commercial/ both)	Yes		See Attachment B Reference List.
8. Bidder shall certify compliance with California Business and Professions Code Sec. 17043, which states that "it is unlawful for any person engaged in business within the State to sell any article or product at less than the cost thereof to such vendor, or to give away any article or product, for the purpose of injuring competitors or destroying competition"; and Sec. 17051, which states that "contract made in violation of the chapter on anti-competitive provisions is an illegal contract."	Yes		
9. Your company shall have sufficient equipment to supply prompt on-time deliveries and sufficient quantities of LNG Fuel.	Yes		Applied LNG owns and operates a fleet of 49 LNG delivery trailers that are more than sufficient to serve City of Long Beach and our other customers.
10. 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.	Yes		

SUPPLEMENTAL QUESTIONS

Questions for Alternative Bid #3 - RENEWABLE LNG			
	Yes	No	Comments or Exceptions
<p>Instructions: Please respond to the following questions with a yes or no answer, or as instructed and if answer is no, please explain. (Failure to answer accordingly may result in your bid being deemed non-responsive):</p>			
<p>1. Provide a technical definition of the RENEWABLE LNG your company provides and what the renewable sources are.</p>	Yes		<p>(attach additional page(s) if needed) Renewable LNG is produced from non-fossil methane derived from landfills, agricultural operations and other renewable sources that comply with California AB32 and the Low Carbon Fuel Standard.</p>
<p>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 800,000 gallons per year per year, during the term of this contract?</p>	Yes		<p>Applied's contracted supplies of renewable natural gas far exceed the amount required by the City.</p>
<p>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?</p>	Yes		
<p>4. It is estimated that the City will utilize approximately 800,000 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.</p>	Yes		<p>Applied certifies that it has current sources from which it can procure or produce renewable LNG that will meet or exceed the City's requirements during the term of this contract.</p>
<p>5. List current liquefaction facilities your company owns, the daily production and the storage capacity at each site.</p>	Yes		<p>See Exhibit B</p>
<p>6. Contractor shall provide upon request by the City the following documentation: a) All training (hazmat certification, licenses required to transport cargo, in-house training for off and</p>	Yes		<p>Applied LNG will provide records upon request.</p>

SUPPLEMENTAL QUESTIONS

<p>on loading of cargo); b) Safety records (spills, DMV or DOT citations), and maintenance records; 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>7. Your company shall have a minimum of two years of on-time delivery which required deliveries to several locations daily.</p>	<p>Yes</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>Yes</p>		<p>See Attachment B Reference List.</p>
<p>9. Bidder shall certify compliance with California Business and Professions Code Sec. 17043, which states that "it is unlawful for any person engaged in business within the State to sell any article or product at less than the cost thereof to such vendor, or to give away any article or product, for the purpose of injuring competitors or destroying competition"; and Sec. 17051, which states that "contract made in violation of the chapter on anti-competitive provisions is an illegal contract."</p>	<p>Yes</p>		
<p>10. Your company shall have sufficient equipment to supply prompt on-time deliveries and sufficient quantities of Renewable LNG Fuel.</p>	<p>Yes</p>		<p>Applied LNG owns and operates a fleet of 49 LNG delivery trailers that are more than sufficient to serve City of Long Beach and our other customers.</p>

SUPPLEMENTAL QUESTIONS

<p>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.</p>	<p>Yes</p>		
<p>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>	<p>Yes</p>		<p>Applied can provide a variety of documents that meet the needs of the City such as CARB's pathway analysis approval, supplier 3rd party attestations of renewable gas source compliance, and Applied's internal records of renewable gas provisioning to the City.</p>
<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.</p> <p>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.</p>	<p>Yes</p>		<p>Applied's pricing shares the value of environmental credits with the City. The City only needs to sign a customary quarterly letter stating that the renewable LNG is used as a vehicle fuel for the credits to be validated.</p>

MANDATORY BID SECTION #1 - Standard LNG

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

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

- *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 of \$2.50 and is used below.
- To arrive at a per gallon amount, the index is divided by 12.104 IAP to get the MMBTU price per gallon. See below.

<u>CHARGES</u>	<u>DELIVERIES</u> (2,000 gal minimum per delivery)
* Southern California Gas Co. Index Price \$2.50 / 12.104 = \$	0.21
**Margin Factor + or < minus >	\$ 0.00
** Liquefaction per gallon	\$ 0.3895
** Shipping (Delivery) per gallon (if applicable)	\$ included
Sub-total 1	\$ 0.5995
** AB 32 Cap & Trade Regulations related costs per gallon (if applicable)	\$ 0.00
Sub-total 2 (AB 32 Cap & Trade)	\$ 0.00
** Additional Charges (explain charges):	\$ 0.00
**	\$
Sub-total 3 (Additional Charges)	\$ 0.00
Sales Tax (Los Angeles County at 9.0%)	\$ 0.0540
Total Price Per Gallon (Sub-totals 1, 2, 3 and Sales Tax)	\$ 0.6535

- ** 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 charges or state N/A if none.
- In the event a composition report is unavailable for a delivery made to the City, the City will be billed using a conversion factor of 3.55 lbs/gallon.

ALTERNATE BID SECTION #2 - Standard LNG (Methane Number)

The City reserves the right to award a contract based only on Mandatory Bid Section #1.

The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item.

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

The fuel specification is based on the Cummins Westport Fuel Quality Calculator for the ISX12 G / ISL G category and a minimum of 95% Methane. Note the minimum Methane Number allowed by the Calculator is 75 and the minimum Lower Heating Value is 16,100 BTU/lbm. The Calculator also lists maximums for Sulfur, Hydrogen, Hydrogen Sulfide and Siloxanes. This bid is to follow criteria relative to Cummins Engineering Standards (CES) 14624. See pages 2-3 of Exhibit C - QSOL Fuel Spec ISL G.

LNG loads delivered to the City will be billed using a conversion factor of 3.55 lbs/gallon to compute the number of gallons used on the invoice. The product composition report requested in Specification 40.1.i needs to include a document showing the Cummins Westport Fuel Quality Calculator calculations.

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.

<u>CHARGES</u>	<u>DELIVERIES</u> (2,000 gal minimum per delivery)
* Southern California Gas Co. Index Price \$2.50 / 12.104 = \$	0.21
**Margin Factor + or < minus >	\$ 0.00
** Liquefaction per gallon	\$ 0.3895
** Shipping (Delivery) per gallon (if applicable)	\$ included
<hr/> Sub-total 1	<hr/> \$ 0.5995

ALTERNATE BID SECTION #2 - Standard LNG (Methane Number)

** AB 32 Cap & Trade Regulations related costs per gallon (if applicable)	\$	0.00
Sub-total 2 (AB 32 Cap & Trade)	\$	0.00
** Additional Charges (explain charges):	\$	0.00
**	\$	
Sub-total 3 (Additional Charges)	\$	0.00
Sales Tax (Los Angeles County at 9.0%)	\$	0.0540
Total Price Per Gallon (Sub-totals 1, 2, 3 and Sales Tax)	\$	0.6535

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.

ALTERNATE BID SECTION #3 - Renewable LNG

The City reserves the right to award a contract based only on Mandatory Bid Section #1.

The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item.

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

LNG loads delivered to the City containing a methane composition of 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:

- *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.
- To arrive at a per gallon amount, the index is divided by 12.104 IAP to get the MMBTU price per gallon. See below.

<u>CHARGES</u>	<u>DELIVERIES</u> (2,000 gal minimum per delivery)
* Southern California Gas Co. Index Price \$2.50 / 12.104 = \$	0.21
**Margin Factor + or < minus >	\$ 0.00
** Liquefaction per gallon	\$ 0.3895
** Shipping (Delivery) per gallon (if applicable)	\$ included
Sub-total 1	\$ 0.5995
AB 32 Cap & Trade Regulations related costs per gallon (if applicable)	\$ (0.03)
Sub-total 2 (AB 32 Cap & Trade)	\$ (0.03)
** Additional Charges (explain charges):	
**	\$ 0.00
Sub-total 3 (Additional Charges)	\$ 0.00
Sales Tax (Los Angeles County at 9.0%)	\$ 0.0513
Total Price Per Gallon (Sub-totals 1, 2, 3 and Sales Tax)	\$ 0.6208

ALTERNATE BID SECTION #3 - Renewable LNG

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.

BID SECTION #4

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

All materials, supplies, equipment or services shall be FOB Destination City of Long Beach.

A. SPECIAL ORDERS

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

What is the average time from dispatch to delivery to the City site: 4 to 6 hours (please specify the number of hours)

Special Orders \$ 0.00 Cost per order

B. EMERGENCY ORDERS

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

What is the average time from dispatch to delivery to the City: 4 to 6 hours (please specify the number of hours)

Emergency Orders \$ 500.00 Cost per order

C. STAND BY TIME

Stand-By Rate \$ 0.00 per hour

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

D. DEMURRAGE CHARGES/ON-SITE LABOR (No tax on labor)

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

Demurrage charge \$ 0.00 per one-quarter hour

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

E. LABOR RATE: (State N/A if not applicable) (No tax on labor)

Contractor shall quote labor rates and provide explanation as required herein:

a. Straight Time: \$ N/A per hour

b. Over Time: \$ N/A per hour

c. Double Time: \$ N/A per hour

BID SECTION #4

Contractor shall define what constitutes Straight Time, Over Time and Double Time:

Straight Time:

N/A

Over Time: (please specify when overtime is paid).

N/A

Double Time: (please specify when double time is paid. For Holidays, indicate which holidays).

N/A

Payment terms: Net 30 ; _____% discount in _____
(City only allows for discounts over 15 days)

EXHIBIT A

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

Address: 5499 W. Needle Mountain Rd., Topock, AZ 86436

Daily Production: Needle Mountain #1, 86,000 gallons

Storage Capacity: 200,000 gallons onsite + 200,000 distributed

Address: 5499 W. Needle Mountain Rd., Topock, AZ 86436

Daily Production: Needle Mountain #2, 86,000 gallons

Storage Capacity: 200,000 gallons onsite + 200,000 distributed

Address: 5091 Brookhollow Dr., Midlothian, TX 76065

Daily Production: 86,000 gallons

Storage Capacity: 300,000 gallons

Address: _____

Daily Production: _____

Storage Capacity: _____

EXHIBIT B

Related to Renewable LNG, list current liquefaction facilities your company owns, the daily production and the storage capacity at each site:

Address: 5499 W Needle Mountain Rd., Topock, AZ 86436
Daily Production: Needle Mountain #1, 86,000 gallons
Storage Capacity: 200,000 gallons onsite + 200,000 distributed

Address: 5499 W Needle Mountain Rd., Topock, AZ 86436
Daily Production: Needle Mountain #2, 86,000 gallons
Storage Capacity: 200,000 gallons onsite + 200,000 distributed

Address: 5091 Brookhollow Dr., Midlothian, TX 76065
Daily Production: 86,000 gallons
Storage Capacity: 300,000 gallons

Address: _____
Daily Production: _____
Storage Capacity: _____



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

EXHIBIT C



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.

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

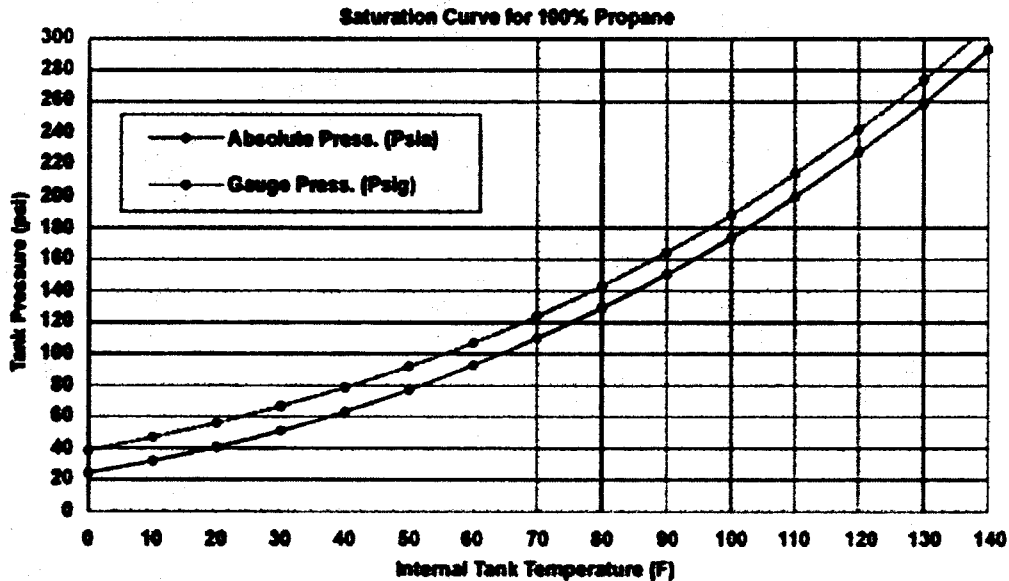
Cummins® LPG engines are designed and adjusted to meet performance and emissions standards with fuel meeting these specifications. The engine may be able to operate on fuels possessing a wide range of properties, but performance and emissions will be affected, and in extreme cases, fuel with characteristics 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.



00900372

Vehicle LPG Tank - Cold Ambient Effects

Last Modified: 11-Jan-2013

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ATTACHMENT A

**Debarment, Suspension, Ineligibility and Voluntary Exclusion
Certification**

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 18 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.

Applied LNG Technologies, L.L.C.
Business/Contractor/Agency

Edward McKenna, Jr.
Name of Authorized Representative

CFO
Title of Authorized Representative


Signature of Authorized Representative

8.7.15
Date

r21411

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 Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors 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 any time, 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 562-57-6200

ATTACHMENT B
REFERENCE LIST



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

Reference Information Form

Client/Contractor Name Orange County Transit Authority
Project Manager/Contact Name Ron Rojas E-mail rrojas@octa.net Ph. No. (714)560-5781
Address 550 South Main Street, Orange, CA 92863
Project Description LNG fuel provider
Project Dates (Start and End) 2000-2016 Contract Term(s) _____ Contract Amount 4.87 million gal/year

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 S. Sierra Way, San Bernardino, CA 92408
Project Description LNG fuel provider
Project Dates (Start and End) 2008-2016 Contract Term(s) _____ Contract Amount 839,000 gal/year

Client/Contractor Name City of Redlands
Project Manager/Contact Name Fred Cardenas E-mail fcardenas@cityofredlands.org Ph. No. (909)798-7583
Address 35 Cajon Street, Redlands, CA 92373
Project Description LNG fuel provider
Project Dates (Start and End) 2003-2015 Contract Term(s) _____ Contract Amount 469,000 gal/year

Client/Contractor Name City of Bakersfield
Project Manager/Contact Name Richard Tolbert E-mail rtolbert@bakersfieldcity.us Ph. No. (661)706-3571
Address 1600 Truxton Avenue, Bakersfield, CA 93301
Project Description LNG fuel provider
Project Dates (Start and End) 2013-2016 Contract Term(s) _____ Contract Amount 837,000 gal/year

Client/Contractor Name Waste Management
Project Manager/Contact Name Chris Pierce E-mail cpierce3@wm.com Ph. No. (713) 328-7376
Address 1021 Main Street, Ste 1200, Houston, TX 77002
Project Description LNG fuel provider
Project Dates (Start and End) 2003-2020 Contract Term(s) _____ Contract Amount 8.8 million gal/year

ATTACHMENT C

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

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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. Applied LNG Technologies, L.L.C.		
	2 Business name/disregarded entity name, if different from above		
	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 type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C 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) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
	5 Address (number, street, and apt. or suite no.) 31111 Agoura Road, Suite 208	Requester's name and address (optional)	
	6 City, state, and ZIP code Westlake Village, CA 91361		
	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				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

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 ▶	Date ▶ 05/14/16
------------------	----------------------------	------------------------

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 (ITIN), 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.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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: Edward McKenna, Jr. Title: CFO

Signature:  Date: 8.7.15

Business Entity Name: Applied LNG Technologies, L.L.C.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Applied LNG Technologies, L.L.C. Federal Tax ID No. [REDACTED]
Address: 31111 Agoura Road #208
City: Westlake Village State: CA ZIP: 91361
Contact Person: Greg Roche Telephone: (818) 540-8960
Email: groche@appliedlng.com Fax: (818) 450-3660

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 7 day of August, 2015, at Westlake Village, CA

Name Edward McKenna, Jr.

Signature 

Title CFO

Federal Tax ID No. 

ATTACHMENT E
INSURANCE REQUIREMENT

INSURANCE REQUIREMENTS

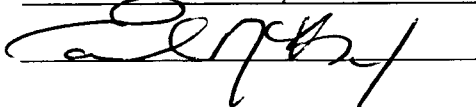
Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- 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

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: Edward McKenna, Jr. Title: CFO
Signature:  Date: 8.7.15

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<http://kepler.sos.ca.gov/>

The screenshot shows a web browser window displaying the California Secretary of State's Business Search page. The browser's address bar shows the URL <http://kepler.sos.ca.gov/>. The page header features the text "California Secretary of State Alex Padilla" and a navigation menu with links for "SBA Size Table", "SAM", "simpler-financials (TEST)", "New Planetbids", "Login User", "Bid Info", "Council", "EZ FAMS", and "OD".

The main content area is titled "Business Search" and includes the following text:

This search provides access to domestic stock, domestic nonprofits and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type: Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofits and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entries for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

Privacy Statement | Free Document Requests

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Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.



Secretary of State Main Website **Business Programs** Notary & Authentications Elections Campaign & Lobbying

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 04, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	APPLIED LNG TECHNOLOGIES, LLC
Entity Number:	199522310023
Date Filed:	08/11/1995
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	31111 AGOURA RD STE 208
Entity City, State, Zip:	WESTLAKE VILLAGE CA 91361
Agent for Service of Process:	FRANK MARTELLI
Agent Address:	31111 AGOURA RD STE 208
Agent City, State, Zip:	WESTLAKE VILLAGE CA 91361

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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Applied LNG Corporate Qualifications



LNG

Producer
Marketer
Distributor

APPLIED  LNG

3111 Agoura Rd, Suite 208,
Westlake Village, CA 91361

(818) 450-3650

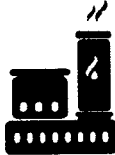



www.appliedlng.com



Applied LNG

Applied is the second largest producer and distributor of LNG for alternative fuel use in North America. Established in 1995, the Company markets LNG to transit, trucking, oilfield, marine, mining, construction, rail, industrial, and agricultural customers throughout the US and northern Mexico. Applied provides full-service solutions that, depending on customer needs, can include LNG supply, delivery from a fleet of 49 LNG trailers, temporary or permanent fueling stations, equipment leasing, technical support, and training. The Company has provided LNG fuel to municipalities and commercial clients since inception and has multiple long-term contracts in place for fuel and support services. Applied can supply LNG produced with renewable natural gas to help customers further improve their carbon footprint.

The Company added a second LNG production liquefier to the Needle Mountain LNG Plant located near Topock, Arizona in 2014. The Needle Mountain facility can produce 172,000 gallons per day or 60 million gallons per year. Applied has plans to again double the size of the Needle Mountain LNG Plant to a total production capacity of 120 million gallons per year.

<i>Applied at a Glance</i>	
LNG Production 	Needle Mountain AZ LNG Plant 60 Million Gallons Current Production 120 Million Gallons at Full Build-out Dallas Midlothian TX LNG Plant 30 Million Gallons Current Production 180 Million Gallons at Full Build-Out
LNG Distribution 	49 Delivery Trailers 8 LNG Tractors
LNG Dispensing 	10 Mobile Fueling Stations 2 Public Access Retail Stations Storage & Vaporization Systems
Other Services 	Equipment Maintenance Technical Support Advisory Services Training

Applied is currently building a new LNG production plant located south of Dallas, in the City of Midlothian, TX. The new LNG plant will expand our customer base and add alternative fuel options for the oil & gas markets, as well as the high horsepower usage in the Southern and Midwest regions.

Applied has a staff of approximately 50 employees encompassing the corporate office in Westlake Village, CA, the logistics hub in Fontana, CA, the production facility in Topock, AZ, and our new liquefier under construction in Midlothian TX. Applied provides LNG to customers including Orange County Transit Authority, City of San Bernardino, City of Redlands, Waste Management, UPS, Shell, Ryder, City of Barstow, and other noteworthy customers. Applied also operates public access retail stations that dispense CNG and LNG in Ontario and Barstow.

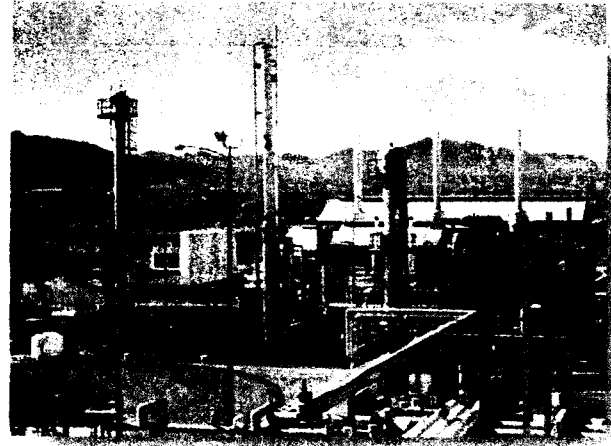
Follow Us:

www.appliedlng.com
www.linkedin.com/company/applied-natural-gas-fuels-inc-
[@AppliedLNG](https://twitter.com/AppliedLNG)



Company History

The Needle Mountain LNG Plant, which became the main operating asset of Applied, was built in 1996 by El Paso Natural Gas (now a subsidiary of Kinder Morgan). The Needle Mountain plant was operated by various corporate entities over the course of time. In 2010, Company changed its name and began operating as Applied Natural Gas Fuels, Inc. In 2014, the Company shortened its name and began conducting business as Applied LNG. That same year, Applied completed construction of its second liquefaction train at the Needle Mountain Plant. Also in 2014, Applied acquired 31 acres of land in Midlothian, TX to build a new liquefaction plant.

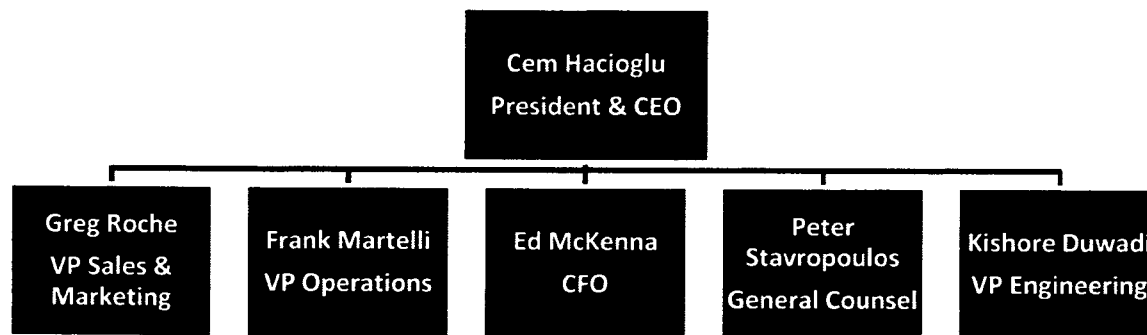


Vision & Mission

Applied LNG's Vision is to be the leading LNG production and marketing company in the United States.

Applied LNG's Mission is to provide our customers with high quality LNG at affordable prices.

Corporate Leadership





Locations

Westlake Corporate Office

31111 Agoura Rd #208, Westlake Village, CA 91361

Services: Management, finance and accounting, safety, IT, engineering, and other corporate functions.

Personnel:

Cem Hacıoglu, President & CEO

Ed McKenna, CFO

Greg Roche, Vice President of Sales and Marketing

Frank Martelli, Vice President of Operations

Peter Stavropoulos, General Counsel

Javier Altamirano, Director of Client Relations

Corporate Team Members



Distribution and Logistics Center

10787 Mulberry Ave, Fontana, CA 92337

Services: Logistics and dispatch, as well as the trailer storage yard and mechanical and field support services are scheduled from Fontana.

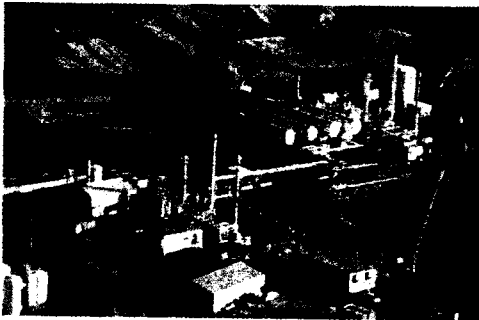
Personnel:

Celina Garcia, Manager Transportation and Logistics

Martin Teague, Dispatcher

Mike McDonough, Mechanics and Field Supervisor

Greg Hearn, Field Technician



Needle Mountain LNG Plant

5499 W. Needle Mountain Road, Topock, AZ 86438

Services: LNG production, storage, and trailer loading. The primary source of LNG for City of Tempe.

Personnel:

Joe Covello, Plant Manager

Plant operators

Trailer loading attendant



Dallas Midlothian LNG Plant

5091 Brookhollow Drive

Midlothian, TX 76065

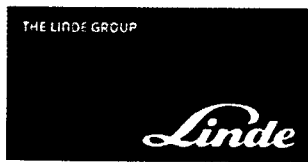
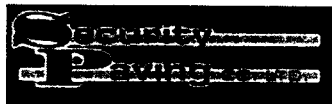
Services: LNG production, storage, and trailer loading. The plant is expected to be operational in Q3 2015.



Proudly Serving Our Customers



SKANSKA



PROMETHEUSenergy



Services & Support

Applied can provide end-to-end LNG supply services from monitoring LNG tank levels to delivering LNG. We can also provide individual specific services if an end-to-end solution is not needed. Our fleet of 49 delivery trailers provides ample capacity to deliver LNG as-needed. We also use LNG-powered trucks whenever possible to deliver the LNG. Our complete and comprehensive solution includes every service needed for reliable LNG deliveries:

- Customer coordination and communication
- Tank monitoring
- Delivery scheduling
- Trailers and equipment
- Dispatch, transportation, and logistics
- Trailer offloading
- Delivery weigh-in and weigh-out
- Invoicing and reporting
- Technical support

Applied LNG reliably and safely makes roughly 400 deliveries per month, traveling 175,000 miles – equal to 7 trips around the earth!



We work with every major supplier of LNG equipment including tanks, vaporizers, and dispensing systems. We can provide advisory services to help our customers navigate the maze of LNG equipment.

LNG Delivery Support

Applied’s support team is available to address customer needs on a 24/7 basis. Our team will respond in a timely manner as needed to assist with LNG delivery. Support contacts and their cell numbers are:

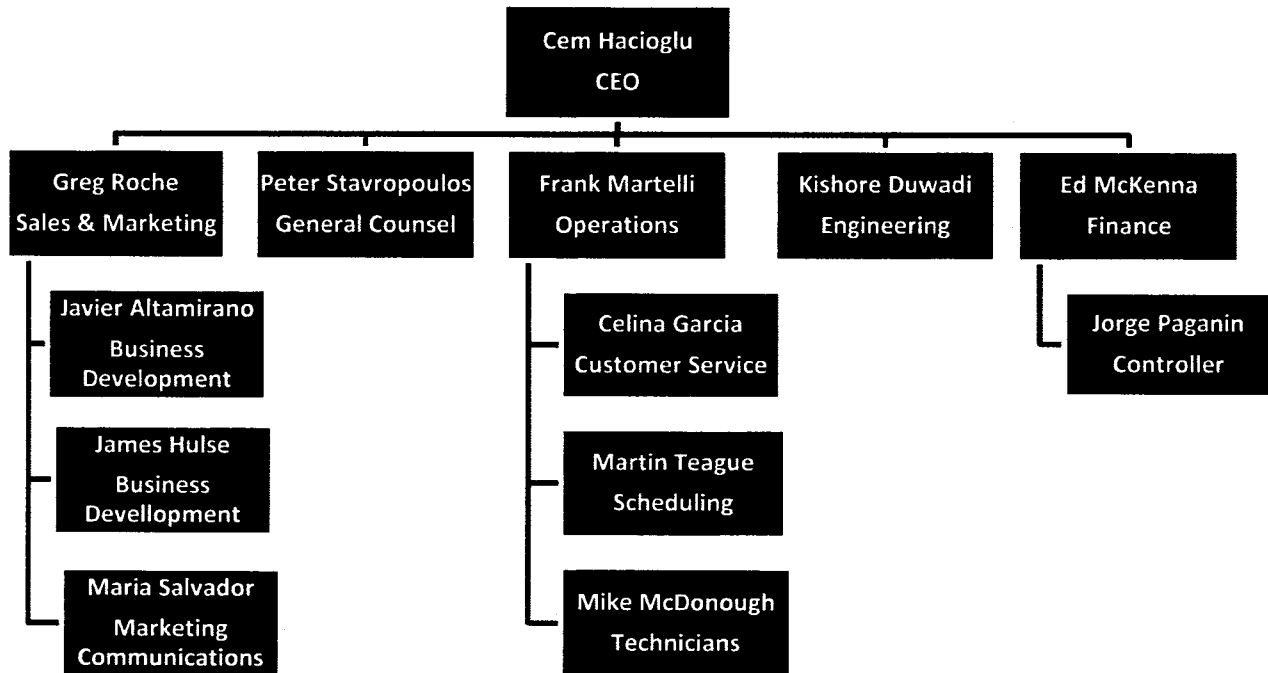
Celina Garcia 909-215-2927
 Martin Teague 951-901-5662

Equipment Technical Support

Applied has in-house capabilities for LNG engineering, station maintenance, station repair, and associated advisory services. As an example, we design and engineer our own LNG production plants with our internal staff. We provide contact maintenance services for customer fueling stations and also perform station repairs. We perform maintenance services on our 49 LNG delivery trailers and our 10 temporary fueling stations. LNG plants, fueling stations, and delivery trailers give us wide and deep expertise should such services be needed by the City. Support staff is available during normal working hours, but they also routinely provide support services outside of normal business hours as needed by the customer and their operating requirements. Support is accessed through our hotline number:

24-hour Service Call Number (888) 792-0691

Project Team





Cem Hacıoglu

Title: President & CEO

Role: Set and execute company's strategic direction and operational priorities.

Qualifications: 6 years CEO of Applied LNG, 10 years experience in the financial industry with a number of investments in the energy industry. MBA from MIT School of Business, undergraduate degree from the US Military Academy at West Point.

Greg Roche

Title: Vice President, Sales & Marketing

Role: Customer service oversight.

Qualifications: Over 8 years in the natural gas fuels business (CNG and LNG) with leadership roles in sales, marketing, project development, and infrastructure build-out. BS and MS degrees in Engineering.

Javier Altamirano

Title: Business Development Manager

Role: New Customer Development, Sales, Solutions

Qualifications: 10 plus years of experience. Directly manages customer relationships and services. Manage several key parts of the company's operations that directly impact fuel distribution (gas management, logistics, scheduling, daily plant production).

James Hulse

Title: Business Development Manager

Role: New Customer Development, Sales, Solutions

Qualifications: 10 plus years of experience in sales, and project management. 3 years direct LNG experience: infrastructure build-out, operations, sales, procurement and business development. BS in Business Management.

Frank Martelli

Title: Vice President, Operations

Role: Operations and deliveries oversight.

Qualifications: 5 plus years as VP of Operations. 10 years' experience in Operations, Finance and Strategic Planning at Fortune 500 companies. Industrial Engineer, MBA from MIT School of Business.

Celina Garcia

Title: Customer Service & Logistics Manager

Role: Oversees the entire fuel to customer operation from order to delivery.

Qualifications: 10 plus years of experience in the logistics industry.

Martin Teague

Title: Dispatcher

Role: Planning of schedules and delivery.

Qualifications: Qualified dispatcher with multiple years using TMW Suite management dispatch software.



Mike McDonough

Title: Mechanic and Field Technician Supervisor

Role: Oversees all shop services, station maintenance and repairs.

Qualifications: 20 plus years of experience in the cryogenics industry.

Ed McKenna

Title: CFO

Role: Oversight of finance, accounting and billing.

Qualifications: 20 plus years of experience in finance. Licensed CPA.

Jorge Paganin

Title: Controller

Role: Oversees the accounting and billing departments.

Qualifications: 20 plus years of experience. Licensed CPA.



Sample LNG Composition Report

Analysis

Date-Time: 05/14/15 14:22 Analysis Time: 585 Cycle Time: 600
 Stream: 2 demeth over Mode: ANLY Cycle Start Time: 14:12
 Analyzer: 721686 Strm Seq:1,2,3,4
 ARIZONA LNG LLC
 SN:9015626 SO:721686

Component Name	Mole Percent	BTU Gross	Relative Density
C6+ 47/35/17	86.8 PPM	0.46	0.0003
PROPANE	0.2052	5.17	0.0031
i-BUTANE	0.0183	0.60	0.0004
n-BUTANE	0.0164	0.54	0.0003
i-PENTANE	84.4 PPM	0.34	0.0002
n-PENTANE	36.4 PPM	0.15	0.0001
NITROGEN	0.4719	0.00	0.0046
METHANE	95.5609	967.40	0.5293
CARBON DIOXIDE	0.0107	0.00	0.0002
ETHANE	3.6959	65.56	0.0384
TOTALS	100.0000	1040.21	0.5768

'*' indicates user-defined components

Compressibility Factor (1/Z) @ 14.73000 PSIA & 60.0 DEG.F= 1.00215

Base Pressures	14.73000	

Gross Dry BTU	= 1042.45	Corrected/Z
Real Relative Density Gas	= 0.5778	
Unnormalized Mole Percent	= 100.852	

ACTIVE ALARMS
None



Acknowledgement of Addenda