

COMPRESSED NATURAL GAS VEHICLE
FUELING STATION AND CNG SALES AGREEMENT

This Agreement (the "Agreement") is made and entered into as of April 10, 2014 (the "Effective Date") by and between Lexington Fayette Urban County Government, a Kentucky County ("LFUCG") and Clean Energy, a California corporation ("CE"). LFUCG and CE are sometimes referred to in this Agreement individually as a "Party" or jointly as "Parties".

In consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT AND DEFINITIONS

1.1 Intent. This Agreement expresses the terms and conditions pursuant to which LFUCG authorizes CE to design, construct, operate and maintain a compressed natural gas fueling station on property owned by LFUCG located at 675 Byrd Thurman Drive, Lexington, KY 40510 for LFUCG's use, as outlined in (a) this Agreement, (b) RFP #37-2013 CNG Fueling Station (the "RFP"), (c) Addendum #1 to the RFP, and (d) CE's Response to the RFP dated December 20, 2013.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: (i) RFP #37-2013 (Exhibit "A"); (ii) Addendum #1 to the RFP (Exhibit "B"); and (iii) CE's Response to the RFP dated December 6, 2013 (Exhibit "C"). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of CE's Response to the RFP dated December 20, 2013, followed by Addendum #1 to the RFP.

1.2 Definitions. As used in this Agreement, the following terms and expressions shall have the indicated meanings:

"Agreement" means this document and any and all exhibits attached hereto.

"CE" means Clean Energy acting by and through its employees, officers, affiliates, subcontractors and authorized agents.

"CNG" means pipeline quality natural gas, compressed for vehicle use.

"CNG Vehicle(s)" means motor vehicles powered by internal combustion engines using CNG as a primary fuel.

“Gasoline Gallon Equivalent” means (i) 5.66 pounds of CNG or such other number or units of measure as may now or in the future be prescribed by the federal government of the United States when CNG is being dispensed from a fast fill dispenser, and (ii) 124,340 BTUs/gallon or such other number or units of measure as may now or in the future be prescribed by the federal government of the United States when CNG is being dispensed from a time fill dispenser. Also referred to as a GGE.

“LFUCG” means Lexington Fayette Urban County Government, acting by and through its employees, officers and authorized agents.

“Mobile Unit” means the temporary CNG fueling station, as further described in Exhibit II, on the Premises which shall be provided by CE.

“Party” or “Parties” means CE and LFUCG, in their respective capacities as parties to this Agreement.

“Premises” means that portion of the real property owned by LFUCG and located at 675 Byrd Thurman Drive, Lexington, KY 40510 upon which the Mobile Unit will be placed and Station will be constructed and operated as more fully described in Exhibit I.

“Station” means the facility for refueling CNG Vehicles designed, constructed, operated and maintained by CE as more fully described in Exhibit II.

“Therm” means 100,000 British Thermal Units.

“Third Party Users” means CNG vehicles owned and/or operated by entities other than the LFUCG.

ARTICLE 2 RESPONSIBILITIES OF CE

2.2 Station. CE shall design, construct, operate and maintain the Station on the Premises, and shall be responsible for obtaining, at its cost, all permits relating to the design, construction, operation and maintenance of the Station. The Station shall be located on the Premises as shown in Exhibit I. To the extent that this Agreement contemplates the construction of a work of improvement or any related activity for which a license from the Kentucky Contractors State License Board is required, all such work will be performed by a contractor holding such license.

2.3 Mobile Unit. As long as (a) CE has received all necessary and applicable approvals from LFUCG related to the Mobile Unit, (b) CE has obtained all necessary and applicable permits to operate and maintain the Mobile Unit on the Premises, and (c) LFUCG has extended the gas and electric lines to within forty (40) feet of the Mobile Unit, (collectively, the

“Conditions Precedent”) by April 20, 2014, CE shall, by May 1, 2014, provide a Mobile Unit on the Premises to LFUCG which shall allow LFUCG to fuel its initial fleet of CNG Vehicles. In the event the Conditions Precedent are not fulfilled by April 20, 2014, CE shall provide the Mobile Unit on the Premises within a commercially reasonable period of time after the conditions have been fulfilled. The date the Mobile Unit is on the Premises and is capable of dispensing CNG into vehicles shall be the “Mobile Unit Date”.

CE shall be the owner of the Mobile Unit and shall remove the Mobile Unit from the Premises prior to, the earlier of (i) the termination of this Agreement, or (ii) the date the Station is capable of dispensing CNG into CNG Vehicles; and thereafter, CE shall have no further obligations related to the Mobile Unit. While the Mobile Unit is on the Premises, CE shall provide regular, routine maintenance services on the unit, but any maintenance or repair costs incurred due to damage, abuse or neglect by LFUCG’s personnel shall be billed to LFUCG at CE’s then-existing rates.

2.4 CNG Service to LFUCG. For the duration of this Agreement, CE shall be solely responsible for compression of the natural gas procured by LFUCG for vehicle use and sale. Notwithstanding anything to the contrary herein, CE makes no representation or warranty regarding the quality, specification or content of natural gas supplied by the applicable gas utility..

2.5 Maintenance. CE shall maintain the Station in accordance with the following requirements:

2.5.1 Routine Maintenance. CE shall provide scheduled, routine maintenance service for the term of this Agreement and shall repair, or replace, any defective parts or equipment at its expense. CE shall also perform other necessary maintenance or repairs, including emergency repairs, at its expense, in order to keep the Station operating. However, any maintenance or repair costs incurred due to damage, abuse or neglect by LFUCG’s personnel shall be billed to LFUCG at CE’s then-existing rates.

2.5.2 Scheduling. CE and LFUCG shall mutually agree on times for maintenance services that require the Station to be out of operation for more than four (4) hours.

2.5.3 Service Calls. CE shall be available to provide emergency repair service for the Station on a 24-hour, 7-day per week basis, and will provide an emergency contact telephone number to LFUCG. In the event of an emergency at the Station, CE shall respond as soon as is commercially reasonable following notification by LFUCG, and will restore the operation of the Station as soon as is commercially reasonable. The response time shall be in line with CE’s proposal as noted in Page 8 of Section C; within four (4) hours.

2.6 Training. CE shall offer reasonable training programs to educate LFUCG’s personnel as to the procedures for the safe and efficient use of the Mobile Unit and

Station, including, without limitation, procedures relating to safe vehicle fueling, troubleshooting and appropriate emergency procedures.

2.7 Compliance with Law. In performing the obligations under this Agreement, CE shall comply in all material respects with all applicable federal, state and local laws, regulations, ordinances and rulings, including (but not limited to) those pertaining to health, safety, employment and environmental matters.

2.8 CE's Costs. Except as specified in this Agreement, or as may be separately agreed to by LFUCG and CE, CE shall not charge LFUCG for other costs incurred in providing the services described in this Article. CE shall be responsible for the ad valorem or possessory interest taxes relating to the Station.

ARTICLE 3 LFUCG'S RESPONSIBILITIES

3.2 Maintenance of Premises. LFUCG shall maintain the Premises and the real property in the vicinity of the Mobile Unit and Station in a clean, safe, and commercially reasonable condition suitable for CNG Vehicle refueling use, including the ingress to, and egress from, the Mobile Unit and Station.

3.3 Protection of CE Property. LFUCG shall use commercially reasonable efforts in storing and protecting CE's property, the Mobile Unit and the Station, including spare parts for the Mobile Unit and Station and the Mobile Unit and Station itself, provided, however, that LFUCG shall have no obligation to insure the same.

3.4 Refueling Vehicles. LFUCG employees shall refuel its CNG Vehicles. LFUCG will provide appropriate training and supervision for employees, including, but not limited to, scheduling attendance at all appropriate training sessions provided by CE.

3.5 Utilities. LFUCG shall be responsible for bringing, and all costs associated therewith, natural gas, electricity and the phone lines to within forty (40) feet of the Station compression compound and to within forty (40) feet of the Mobile Unit. These services shall be completed by within a commercially reasonable period after the Effective Date.

LFUCG shall pay any connection or installation fees associated with installing utility service at the Mobile Unit and Station, including, without limitation, gas, electricity, and telephone lines. In addition, LFUCG shall be responsible for payment of all utility service charges for utility service consumed by the Mobile Unit and at the Station during the Term (including, without limitation, electricity, gas, phone, water, waste disposal, refuse collection and other utility-type services furnished to CE, the Mobile Unit or the Station).

3.6 Compliance with Law. In performing its obligations under this Agreement, LFUCG shall comply in all material respects with all applicable federal, state and

local laws, regulations, ordinances and rulings, including, but not limited to, those pertaining to health, safety, employment and environmental matters.

3.7 Payment of CE Billings. LFUCG payment terms are Net 30; LFUCG shall pay each invoice submitted by CE thirty (30) days following the date of the invoice. Any payments not made when due shall accrue interest on the unpaid amount at a rate of 18% per annum, calculated from the date payment is due to and including the date payment is received by CE.

3.8 LFUCG's Costs. Except as specified in this Agreement, or as may be separately agreed to in writing by LFUCG and CE, LFUCG shall not charge CE for the materials or labor utilized in providing the services provided in this Article. LFUCG shall be responsible for all taxes (including, without limitation, any real property taxes and assessments) relating to the Premises, as well as any and all maintenance and repair costs, as contemplated in this Article.

ARTICLE 4 LICENSE TO USE PREMISES

4.2 Permitted Use. To enable CE to fulfill its obligations set forth herein, LFUCG hereby licenses and permits CE to use the Premises and grants the right of ingress to and egress from the Premises to CE, CE's employees, agents, servants, vendors, suppliers, and invitees for the purposes contemplated hereby in accordance with the terms and conditions of this Agreement. LFUCG shall not, and shall not permit others to, levy any rent, charge, lien or encumbrance not expressly provided for in this Agreement against CE for the use of the Premises, the Mobile Unit or the Station.

4.3 Clear Title. LFUCG is, and shall remain during the term of this Agreement, the owner of the Premises, and shall not allow any lien or encumbrance affecting the Mobile Unit or the Station or CE's performance hereunder. CE shall be the owner of the Mobile Unit, the Station, and its parts and equipment. CE shall have the right to grant a lien or encumbrance against its right, title and interest in the Mobile Unit and/or Station or its equipment to a third party for financing purposes. CE shall pay all contractors or subcontractors performing work on behalf of CE timely in order to prevent the filing of any liens. However, if, because of any act or omission of CE any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises or LFUCG's interest in the Premises, for work for, or materials furnished to CE, then CE, at CE's expense, shall cause it to be canceled or discharged of record by payment, deposit, bond or order of a court of competent jurisdiction or otherwise within thirty (30) days after CE receives actual notice of the filing of such lien.

4.4 Memorandum of Agreement. Upon CE's request, LFUCG shall execute a memorandum reflecting this Agreement and the property interest of CE in recordable form to reflect CE's interest in the Mobile Unit, the Station and the Premises. CE shall be responsible for all reasonable costs related thereto.

4.5 Sale, Abandonment or Removal. Unless otherwise agreed to by the Parties in writing, upon termination or expiration of this Agreement, CE shall have the right, but not the obligation, to (i) sell the Station to LFUCG on mutually agreeable terms; (ii) remove the Station at CE's sole expense (including any and all merchandise, equipment, furnishings, fixtures, machinery and tools relating to the Station), from the Premises, which shall be restored in all material respects to their condition as of the date of this Agreement, excluding the removal of any underground piping which may be left in place by CE; or (iii) abandon the same in place by quitclaiming all of its right, title and interest therein to LFUCG. Thereafter, CE shall have no further rights or obligations under this Agreement with respect to the Premises.

4.6 Pre-Existing Conditions. The Premises shall be clear of pre-existing underground hazards or soil contaminants that would impact the Mobile Unit and/or the construction of the Station. If it is determined that underground hazards, soil contaminants or soil conditions exist that either (a) require removal, replacement, and disposal of soils or materials, (b) require remediation, or (c) require unanticipated soil or foundation preparation work, LFUCG shall be financially and legally responsible for such underground hazards, soil contaminants, and/or soil conditions and any required remediation, removal, replacement preparation work, and/or disposal. If LFUCG does not commence, within thirty (30) days after discovery of any such pre-existing underground hazard or soil contaminant or soil condition, and thereafter to diligently prosecute to completion the correction of such condition, CE may, without further obligation or penalty, terminate this Agreement for cause by written notice to LFUCG and LFUCG shall reimburse CE for any and all reasonable cost related to the construction or removal of the Mobile Unit and Station paid or committed to by CE prior to determination of the site being unsuitable. This section 4.6 shall survive termination of this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.2 Term. The initial term of this Agreement shall commence on the Effective Date and end on the two (2) year anniversary of the date LFUCG first purchases CNG from CE at the Station (the "Commencement Date"). CE shall notify LFUCG of the Commencement Date in writing. This Agreement shall automatically renew under the same terms and conditions for two consecutive one (1) year terms unless CE or LFUCG gives notice of cancellation to the other party at least six (6) months prior to such renewal date. The initial term and any renewal terms are referred to herein as the "Term."

5.3 Termination. Section 12 of the General Provisions of the RFP is hereby deleted.

5.3.1 For Cause. Upon a material breach of this Agreement, the non-breaching Party shall have the right to terminate this Agreement, for cause, upon fifteen (15) days written notice and opportunity to cure to the other Party, provided, however, that where it is not commercially reasonable to fully effect a cure to the other Party within the fifteen (15) day period set forth above, the Party in breach shall not be deemed to be in default of the Agreement

and subject to termination for cause where it commences implementation of the cure within such fifteen (15) day period and thereafter proceeds diligently to cure the breach.

(a) In the event CE: (i) fails to perform its contractual duties; (ii) fails to make payment for labor, materials, supplies or equipment furnished to it in connection with the performance of its duties under this Agreement; (iii) files for a bankruptcy petition; or (iv) takes actions which endanger the health, safety or welfare of LFUCG or its employees; LFUCG shall have the right to terminate this Agreement, for cause, upon fifteen (15) days written notice and opportunity to cure to CE, provided, however, that where it is not commercially reasonable to fully effect a cure within the fifteen (15) day period set forth above, CE shall not be subject to termination for cause where it commences implementation of the cure within such fifteen (15) day period and thereafter proceeds diligently to cure.

5.3.2 For Convenience. LFUCG may terminate this Agreement at will in accordance with the law upon providing thirty (30) days prior written notice of that intent to CE. In the event LFUCG terminates this Agreement pursuant to this Section, LFUCG shall promptly reimburse CE for all improvements, excluding Station equipment, it has made to the Premises prior to the effective date of termination.

ARTICLE 6 PURCHASE OF CNG

6.2 Pricing of CNG. CE shall provide LFUCG with CNG at a price per Gasoline Gallon Equivalent as described on Exhibit III. By signing this Agreement, LFUCG hereby represents to CE that it will use 100% of the CNG purchased hereunder for a taxable vehicle use.

ARTICLE 7 EXCISE, SALES AND USE TAXES

CE is currently required to, or may be required in the future to, collect and remit certain federal, state and local taxes, including fuel use taxes, fees and assessments on CNG sold at Mobile Unit and the Station, subject to certain exemptions. LFUCG shall be responsible for all such applicable excise, sales and use taxes, fees and assessments related to its purchases of CNG under this Agreement. If LFUCG qualifies for an exemption from one or all of these taxes, LFUCG shall furnish to CE appropriate certification authorizing non-payment of the applicable tax or taxes. If LFUCG fails to maintain its exemption status, or for any other reason LFUCG's exemption becomes invalid without notifying CE thereof, LFUCG shall indemnify CE for all taxes, penalties and interest on any nonpayments and underpayments of taxes.

ARTICLE 8 INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 The language in the RFP included on Page 30 under the

“INDEMNIFICATION AND HOLD HARMLESS PROVISION” and **“FINANCIAL RESPONSIBILITY”** is hereby deleted.

8.2 It is understood and agreed by the Parties that CE hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of: (a) any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors, of any tier, under or in connection with this Agreement; or (b) the Contractor’s performance of its work required hereunder.

8.3 CE shall indemnify, save, hold harmless and defend the LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter **“LFUCG Indemnitees”**) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that arise based on CE’s performance of its work described in this Agreement or CE’s material breach of the Agreement, provided that such liabilities, damages and/or losses are: (a) attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), caused by the negligent acts, errors or omissions or willful misconduct of CE or its employees, agents, servants, owners, principals, or subcontractors; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

In the event a claim arises against the LFUCG Indemnitees and CE is obligated to indemnify LFUCG for such claim, LFUCG shall promptly notify CE of such event, in writing, and CE shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld, conditioned or delayed.

These provisions shall in no way be limited by any insurance requirements and shall survive the termination of this Agreement for a period of one (1) year.

8.4 Except to the extent that liabilities arise from LFUCG’s or its employees, agents, contractors or subcontractors’ negligence or willful misconduct, CE agrees to indemnify, defend and protect LFUCG and its officers, directors, agents and employees from and against and hold LFUCG and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys’ fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to: (a) the construction, use, operation or maintenance of the Mobile Unit or the Station by CE (except for any aspect of Mobile Unit or Station operation attributable to LFUCG or its employees or agents); (b) negligence or willful misconduct by CE or its employees, contractors, agents; or (c) material breaches of this Agreement by CE.

8.5 Neither Party shall have any liability to the other Party for special,

consequential, or incidental damages, except however in connection with a claim made against either party by a third party, provided that such claim arises out of or results from the negligence or willful misconduct or any other claim within the scope of the indemnity obligation of CE or LFUCG, as applicable, under this Agreement.

8.6 Force Majeure. In the event that CE is prevented from performing its duties and obligations pursuant to this Agreement by circumstances beyond its control, including, without limitation, fires, floods, labor disputes, equipment failure, the interruption of utility services, the cessation of providing necessary products or services to CE by any supplier to CE, war, acts of terrorism, or Acts of God (hereinafter referred to as "Force Majeure"), then CE shall be excused from performance hereunder during the period of such disability ("Force Majeure Period"). If CE claims Force Majeure, CE shall notify LFUCG within 24 hours after it learns of the existence of a Force Majeure condition, and will also provide LFUCG with an estimate, if one can be reasonably made, of the anticipated Force Majeure Period. CE will also notify LFUCG within 24 hours after the Force Majeure condition has terminated. CE shall agree to use commercially reasonable efforts to correct whatever events or circumstance cause the Force Majeure event.

ARTICLE 9 INSURANCE

CE shall procure at its respective expense, and maintain in full force and effect during the term of this Agreement, including any renewals, the following insurance. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable. CE shall name LFUCG in its commercial general liability policy, pollution liability, and the automotive liability policy as an additional insured. Such insurance, excluding workers compensation, shall be endorsed to require at least thirty (30) days' written notice to the other respective Party of cancellation.

(a) Commercial General Liability Insurance, with limits of liability of not less than \$1,000,000 general aggregate, \$1,000,000 each occurrence, bodily injury and/or property damage, and including premises and operations coverage, insured contracts in CG0001 and products and completed operations.

(b) Automobile Liability Insurance, with limits of liability of not less than \$1,000,000 each occurrence, \$1,000,000 bodily injury and/or property damage combined single limit and including coverage for owned, hired, and non-owned vehicles.

(c) Workers Compensation and Employers Liability Insurance, with Employers Liability insurance providing a limit of liability of not less than \$1,000,000 and Workers Compensation insurance in accordance with the statutory requirements of the state in which the work is to be performed.

(d) Pollution Liability, with limits of liability that must be in a minimum of \$1 million per occurrence with an aggregate limit of at least \$10 million.

The requirements for carrying the foregoing insurance shall not derogate from the provisions of indemnification as set forth in this Agreement.

LFUCG shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attn: Barbara Johnson
Fax: (949) 724-1397
Email: bjohnson@cleanenergyfuels.com

CE shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

LFUCG
200 East Main Street
Lexington, KY 40507
Attn: Division of Central Purchasing
Fax: 859-258-3194

ARTICLE 10 DESIGNATED REPRESENTATIVES AND NOTICES

10.2 Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

CE: Peter Grace
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Telephone: (949) 437-1000
Fax: (949) 724-1397

LFUCG: Jim Gray
200 E. Main St
Lexington, KY 40507
Telephone: 859-258-3112
Fax: Fax 859-258-3194

10.3 Notices. Except for LFUCG's request for service calls, which may be made by telephone, notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered up receipt. The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given

CE:	Clean Energy 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 Attn: Mr. Peter Grace Fax: (949) 724-1397
LFUCG: Contact:	Lexington-Fayette Urban County Government Division of Fleet Services 669 Byrd Thurman Drive Lexington, KY 40510 Attn: Mr. Mark Caton Fax: 859-258-3910
LFUCG: Signee:	Lexington-Fayette Urban County Government 200 E Main St Lexington, KY 40507 Attn: Mr. Jim Gray Fax: 859-425-2255

ARTICLE 11

MISCELLANEOUS

11.2 Assignment. CE shall not assign or subcontract any portion of its work hereunder without obtaining the express written consent of LFUCG, which shall not be unreasonably withheld. Any purported assignment or subcontract in violation thereof shall be void. Section 13 on page 28 of the RFP is hereby deleted.

11.3 Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

11.4 No Joint Venture. CE shall perform its duties herein as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor agent.

11.5 Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed

as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

11.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

11.7 Intentionally omitted

11.8 Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

11.9 Attorney's Fees. If any action at law or equity is commenced concerning this Agreement or to enforce its terms, the prevailing Party in such matter shall be entitled to the payment of reasonable attorneys' fees and costs as determined by the Court, in addition to any other relief which may be awarded to that Party.

11.10 Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

11.11 Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

11.12 Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

11.13 Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

11.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.

11.15 Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment or change.

11.16 Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.

11.17 The following language is hereby added to the end of the last sentence in Section 1 of the General Provisions of the RFP: “by CE”.

11.18 The following language is hereby added to end of the “Right to Review, Audit and Inspect” section on page 33 of the RFP: “Notwithstanding the foregoing, LFUCG shall only be able to audit, review and/or inspect CE’s records and/or operations which relate to its performance under the Agreement.”

11.19 The following language on Page 34 of the RFP is hereby deleted: “by no later than April 1, 2014” and “(fueling services to commence by no later than April 1, 2014)”.

11.20 The language under the “Timeline & Funding” section on page 35 of the RFP is hereby deleted.

11.21 The language in Section (d) on page 31 of the RFP is hereby deleted and the following language is inserted: “A stand-alone pollution legal liability policy”.

11.22 The following language is added to the end of Section (e) on page 31 of the RFP: “Notwithstanding the foregoing, a stand-alone pollution legal liability policy with limits of \$10 million is acceptable to meet the requirements described in this Section.”


11.23 The following language on Page 10 of the RFP is hereby deleted: “In the event of bidder’s failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified/cashier’s check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages”.

11.24 The first question and answer in Addendum #1 to the RFP is hereby deleted.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

CLEAN ENERGY

By: 
Peter Grace, SVP, Sales & Finance

LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT

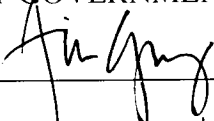
By: 
JIM GRAY, Mayor
[Printed Name and Title]

Exhibit I

The Premises and Station Location

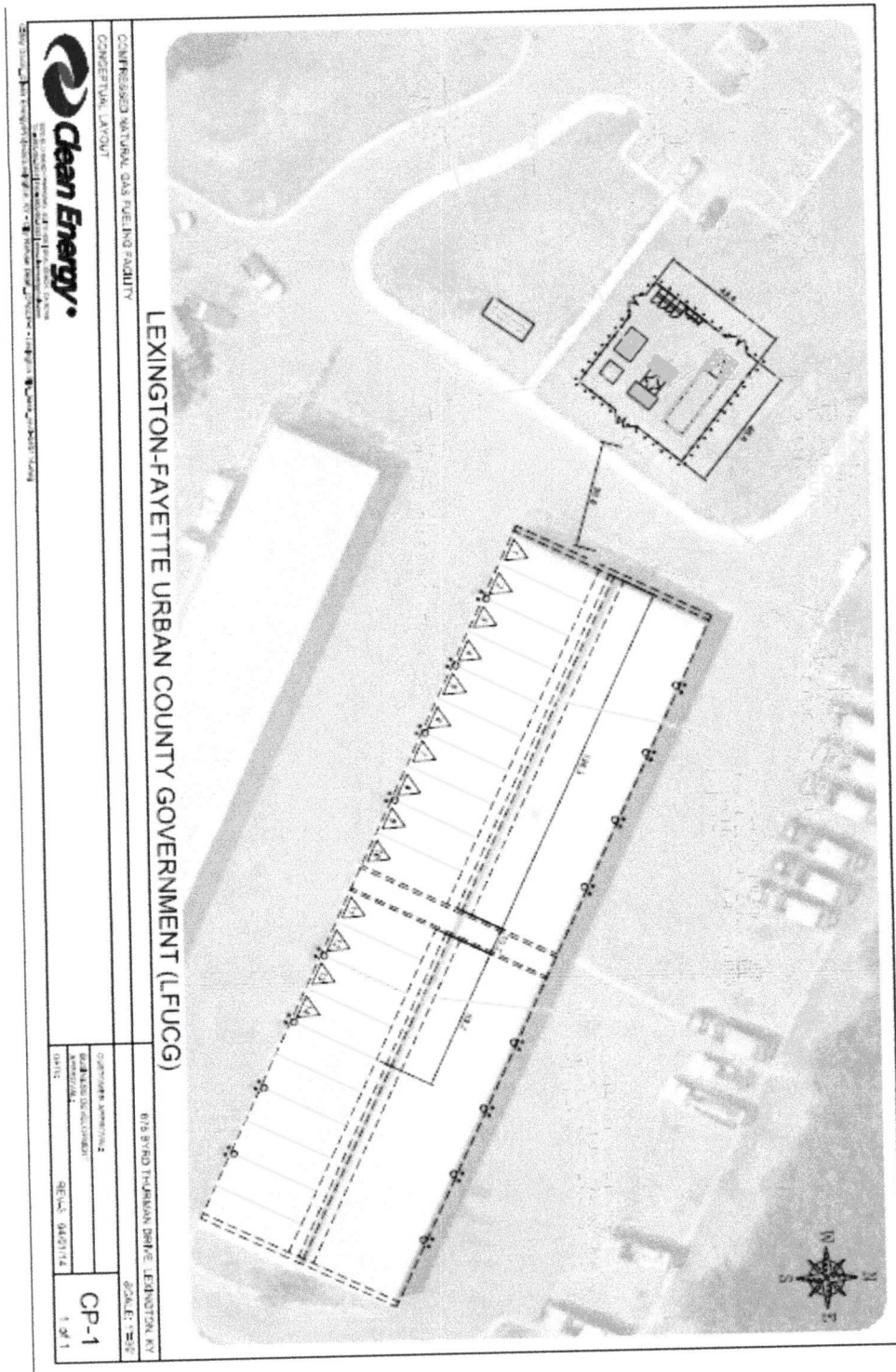


Exhibit II
Station Equipment

MOBILE UNIT	
SPECIFICATIONS	
IMW Series 50 Compressor	150 hp
Compressor SCFM	239 SCFM @ 5 psi
Flow Rate	1.7 DGE/min
Compressor Stages	5 stage
MCC Location	On trailer in electrical room
PLC Location	On trailer in electrical room
Time-Fill Hoses	10
Metered Fast-Fill Hoses	2
Inlet Pressure Regulator	Yes
Remote Generator Connection	Yes
Walk-in Enclosure	Yes
Onboard Storage	1 ASME Vessel
Expandable Storage	Yes, connection at back of unit
Electric Control Console	Remote Monitoring
Variable Speed Drive	VFD drive
Exterior Mounted Lighting	7 LED lights

STATION	
Specifications	
Compressor	Two IMW Single Compact CNG 150 HP skid, 4 stage compressors, 294 SCFM each at 35 PSI (588 SCFM total)
Dryer	One PSB model NG-SR 10-3, single tower gas dryer rated at 800 SCFM with manual regeneration, equipped with Digital Dew Point meter, sensor and alarm
Buffer Storage/Time-Fill Panel	Integrated Module with ASME storage vessels with an approximate capacity of 170 water liters and valve panel to facilitate management of the fueling operations
Dispensing	10 dual-hose time-fill posts (equipped with two NGV1 Type 2 P36 nozzles)

Exhibit III **CNG Pricing**

The price per GGE of CNG payable by LFUCG to CE for CNG purchased from the Station or Mobile Unit shall be calculated as follows:

Rate per GGE = the Compression Fee + all applicable federal, state and local taxes, fees and assessments per GGE.

The "Compression Fee" per GGE is equal to \$1.21.

On January 1, 2015, and on each January 1st thereafter during the Term of this Agreement, the Compression Fee per Gasoline Gallon Equivalent of CNG charged by CE shall be increased by the change in the United States Bureau of Labor Statistics Consumer Price Index, Finished Energy Goods, as published monthly in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor, from the Effective Date of this Agreement for the first such adjustment, or the date of the last adjustment for each subsequent adjustment, through the date of the current adjustment.

Notwithstanding the foregoing or anything to the contrary in the Agreement, commencing on the Mobile Unit Date, in the event the total amount payable to CE for LFUCG's CNG fuel purchases during a calendar month during the Term does not equal at least nine thousand eight hundred dollars (\$9,800), LFUCG shall be required to pay the difference between nine thousand eight hundred dollars (\$9,800) and the total amount payable to CE for LFUCG's CNG fuel purchases during the applicable month to CE.

Bond No. K08019320

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Clean Energy d/b/a Clean Energy Corp.
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
669 Byrd Thurman Drive
Lexington, KY 40510

CONSTRUCTION CONTRACT

Date:

Amount: \$ 470,400.00

SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company
525 W. Monroe St., Ste. 400
Chicago, IL 60661
Mailing Address for Notices

601 Oakmont Lane, Ste. 400

Westmont, IL 60559

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Description:

(Name and location)

Design, construct, operate, and maintain a compressed natural gas fueling station on property owned by LFUCG located at 675 Byrd Thurman Drive, Lexington, KY 40510. Project #20446

BOND

Date: April 9, 2014

(Not earlier than Construction Contract Date)

Amount: \$470,400.00

Four Hundred Seventy Thousand Four Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

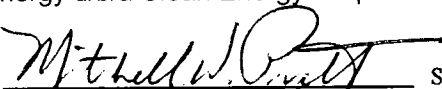
Clean Energy d/b/a Clean Energy Corp.

SURETY

Company: (Corporate Seal)

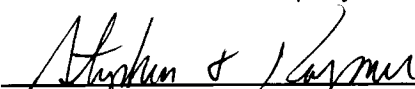
Westchester Fire Insurance Company

Signature:



Name Mitchell W. Pratt
and Title CEO & Corp. Secy.

Signature:



Name Stephen T. Kazmer
and Title Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest Limited
601 Oakmont Lane, Suite 400
Westmont, IL 60559
630-468-5600
S-1852/AS 8/10

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. K08019320

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Clean Energy d/b/a Clean Energy Corp.
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
669 Byrd Thurman Drive
Lexington, KY 40510

CONSTRUCTION CONTRACT

Date:

Amount: \$470,400.00

Four Hundred Seventy Thousand Four Hundred Dollars and 00/100

Description:

(Name and location)

Design, construct, operate, and maintain a compressed natural gas fueling station on property owned by LFUCG located at 675 Byrd Thurman Drive, Lexington, KY 40510. Project #20446

BOND

Date: April 9, 2014

(Not earlier than Construction Contract Date)

Amount: \$470,400.00

Four Hundred Seventy Thousand Four Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

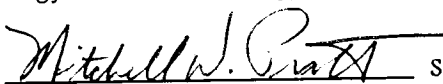
Company: (Corporate Seal)

Clean Energy d/b/a Clean Energy Corp.

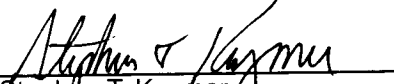
SURETY

Company: (Corporate Seal)

Westchester Fire Insurance Company

Signature: 

Name: Mitchell W. Pratt
and Title: CEO & Corp. Secy.

Signature: 

Name: Stephen T. Kazmer
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest Limited
601 Oakmont Lane, Suite 400
Westmont, IL 60559
630-468-5600
S-2149/AS 8/10

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

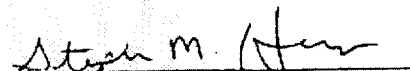
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bonnie Kruse, Dawn L Morgan, Donna Whalen, James I Moore, Jennifer J McComb, Kelly A Gardner, Mary Beth Peterson, Melissa Schmidt, Peggy Faust, Stephen T Kazmer, Tariesse M Pisciotto, all of the City of WESTMONT, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 7 day of December 2012.

WESTCHESTER FIRE INSURANCE COMPANY

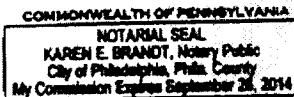



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 7 day of December, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.




Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 9th day of April, 2014




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 07, 2014.

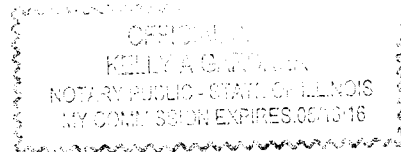
State of Illinois }
 } ss.
County of DuPage }

On April 9, 2014, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of Westchester Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 05/13/16

Kelly A. Gardner
Kelly A. Gardner, Notary Public





CERTIFICATE OF LIABILITY INSURANCE

CLEAN-1

OP ID: RG

DATE (MM/DD/YYYY)

01/30/2014

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

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

PRODUCER Dodge Insurance Services Inc. DBA: Arroyo Insurance Services 3510 Torrance Blvd., Suite 305 Torrance, CA 90503 Neil S. Dodge		CONTACT NAME: Rosemary Gomez PHONE (A/C, No, Ext): 310-356-8218 FAX (A/C, No): 310-316-1825 E-MAIL ADDRESS: rosemaryg@arroyoins.com		
INSURED Clean Energy, A CA Corp. 4675 MacArthur Court, Ste #800 Newport Beach, CA 92660		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Federal Insurance Co		20281
		INSURER B: Chubb Custom Insurance Co.		38989
		INSURER C: National Union Fire of PA		19445
		INSURER D: Pacific Indemnity Co.		20346
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		35816898	11/30/2013	11/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Ded B/PP \$100000						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		73521989	11/30/2013	11/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							Auto Liab Ded \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			79860791	11/30/2013	11/30/2014	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		71736418	11/30/2013	11/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution-SIR\$250K			37314133	11/30/2013	11/30/2016	EaLoss/Ag 10,000,000
C	Excess Liability			BE54196586	11/30/2013	11/30/2014	EaIn/Agg 3,000,000

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

RE: REP#37-2013 CNG Fueling Services
Certificate holder is included as additional insured as respects general liability and automobile including primary and non contributory wording and cancellation provision per the attached forms.

**THIS REPLACES CERTIFICATE ISSUED 1/22/14

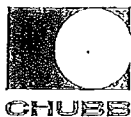
CERTIFICATE HOLDER**CANCELLATION**

IF CONTRACT IS AWARDED
YOUR NAME AND ADDRESS
WILL APPEAR HERE

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

AUTHORIZED REPRESENTATIVE

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Liability Insurance

Endorsement

<i>Policy Period</i>	NOVEMBER 30, 2013 TO NOVEMBER 30, 2014
<i>Effective Date</i>	NOVEMBER 30, 2013
<i>Policy Number</i>	3581-68-98 DAL
<i>Insured</i>	CLEAN ENERGY A CA CORPORATION
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 30, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Who Is An Insured

*Owners, Lessees Or
Contractors*

Any person or organization designated below is an **insured**; but they are **insureds** only with respect to their liability as owner, lessee or contractor arising out of your ongoing operations performed for that insured.

Who Is An Insured

*Designated Persons Or
Organizations
(continued)*

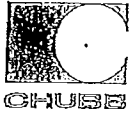
Designated Insured

"Any person or organization, when required by written contract signed prior to the date of an occurrence covered by this policy arising out of operations of the insured"

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

Policy Period NOVEMBER 30, 2013 TO NOVEMBER 30, 2014
Effective Date NOVEMBER 30, 2013
Policy Number 3581-68-98 DAL
Insured CLEAN ENERGY A CA CORPORATION
Name of Company FEDERAL INSURANCE COMPANY
Date Issued NOVEMBER 30, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, the following condition is added:

Conditions

Other Insurance -- Primary Additional Insured

If you agree, in a written contract, agreement or permit, to provide primary insurance for any person or organization included in Who Is An Insured, this Other Insurance -- Primary Additional Insured condition applies.

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

Primary Insurance

This insurance is primary. We will not seek contributions from any other insurance available to the person or organization with whom you agree to include in Who Is An Insured, except when the Excess Insurance provision applies.

Excess Insurance

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

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for your work;

Conditions

Other Insurance --
Primary Additional
Insured
(continued)

- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, autos or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);
- D. that is insurance:
 - 1. provided to you by any person or organization working under contract or agreement for you; or
 - 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend such insured against such suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

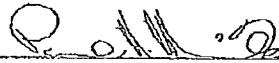
Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.

Authorized Representative





Policy Conditions

Endorsement

Policy Period NOVEMBER 30, 2013 TO NOVEMBER 30, 2014
Effective Date NOVEMBER 30, 2013
Policy Number 3581-68-98 DAL
Insured CLEAN ENERGY A CA CORPORATION
Name of Company FEDERAL INSURANCE COMPANY
Date Issued NOVEMBER 30, 2013

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

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

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

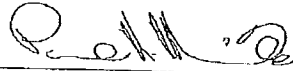
Schedule

Person(s) or Organization(s): PER SCHEDULE ON FILE WITH COMPANY

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative

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

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

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

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

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

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

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

B. Employees as Insureds

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

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

borrow in your business or your personal affairs.

C. Lessors as Insureds

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

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

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

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

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

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

3. FELLOW EMPLOYEE COVERAGE

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

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

5. AUTO LOAN/LEASE GAP COVERAGE

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

c. Unpaid Loan or Lease Amounts

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

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

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

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

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

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

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

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

7. EXTRA EXPENSE - BROADENED COVERAGE

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

e. Recovery Expense

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

8. AIRBAG COVERAGE

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

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

Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

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

- c. An integral part of such equipment.

10. GLASS REPAIR -- WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
- (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

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

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

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

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

15. AUTOS RENTED BY EMPLOYEES

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

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

16. HIRED AUTO -- COVERAGE TERRITORY

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

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

17. RESULTANT MENTAL ANGUISH COVERAGE

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

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

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee -- Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

Name of Person(s) or Organization(s):
BLANKET -- ON FILE WITH COMPANY

Address:

Under Common Policy Conditions the following condition is added:

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

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

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

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



Lexington-Fayette Urban County Government Department of General Services

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #37-2013 CNG Fueling Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **December 20, 2013**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer (any company corporation, firm or individual responding to this request). It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #37-2013 CNG Fueling Services

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

EXHIBIT A

PRE-PROPOSAL MEETING AND QUESTIONS:

A pre-proposal meeting will be held on December 3rd, 2013 at 10:00 AM at 675 Byrd Thurman Drive, Lexington KY. Prior to this date questions may be submitted to the Lexington-Fayette Urban County Government (LFUCG) Economic Engine website (<http://lfucg.economicengine.com/>). Following the pre-proposal meeting, all questions from the meeting must be submitted to either the Economic Engine website or the Division of Central Purchasing in writing by email by the Question Deadline of 2:00 pm Thursday, December 5th, 2013, prevailing local time (EST). All questions will be answered and posted as an addendum on the Economic Engine site following this deadline. No questions will be entertained or responded to outside this procedure.

SUBMITTALS:

- I. The Proposer must submit one (1) master, one (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates of their proposal in hard copy for evaluation purposes.
- II. The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.
- III. Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.
- IV. Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.
- V. The Lexington-Fayette Urban County Government encourages the participation of minority and women-owned businesses in LFUCG contracts. This proposal is subject to the Affirmative Action requirements attached hereto.
- VI. Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the Proposer's submittal for consideration.

Laws and Regulations:

All applicable laws, ordinances, regulations, codes, and resolutions of all authorities having jurisdiction over the project shall apply to the contract and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity:

The Proposer and any sub-contractors agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor (any company, corporation, firm or individual awarded a contract based on this request) agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION PROCESS:

An evaluation review committee ("Committee") will be evaluating the proposals received. For the purpose of scoring proposals, committee members will evaluate each proposal in accordance with the criteria and point factors. The evaluation committee may seek outside expertise, including, but not limited to, input from technical advisors, to assist in evaluating proposals.

A short list of Contractors, based on the highest scores, may be selected for telephone or group interviews if deemed necessary. If interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

Section	Item	Points
A	Firm's background (one page only) as well as overall proposal quality. Past experience, projects and qualification including three references for comparable projects completed and operational within the last 36 months.	20
B	Proposed project timeline describing the contractor's ability to provide CNG fueling services by no later than April 1, 2014.	10
C	C-I. Provide expansion of services as needed. C-II. Provide contingency plans for all types of emergencies potentially impacting fueling service (equipment repairs, routine maintenance, weather and/or other emergencies/accidents). The successful vendor/contractor is solely responsible for uninterrupted fueling services due to but not limited to: repairs, maintenance and emergencies.	15
E	Proposed CNG station specifications including cut-sheets of proposed equipment including conceptual site layout(s) showing all buildings and CNG equipment locations.	10
F	Degree of local employment and economic impact.	5
G	Financial evaluation based on proposed unit price as well as one time set up fees.	40
Total Points:		100

Contract Term:

Initial contract period shall be two (2) years with a provision for two (2) additional one year renewals upon agreement by both parties.

Performance Bond:

A one hundred (100) percent performance bond must be given prior to award of the contract. This performance bond must remain in effect throughout the entire contract including any renewals.

Questions shall be addressed to:

Theresa Maynard, Buyer Senior
Division of Central Purchasing
theresam@lexingtonky.gov

**DEADLINE FOR QUESTIONS SHALL BE THURSDAY, DECEMBER 5TH AT 2:00 PM
PREVAILING LOCAL TIME (EST).**

AFFIRMATIVE ACTION PLAN

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 2013.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

SPECIAL INSTRUCTIONS TO THE RESPONDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH PROPOSAL)

Performance Security: The **APPARENT LOW BIDDER** shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the **BIDDER'S** bid be accepted, a **Performance Bond, Certified Check or Cashier's Check**, payable to the Lexington-Fayette Urban County Government, in the penal sum of **100%** of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a performance and payment bond.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenanc											
Total:											

Prepared by: _____

Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government MBE/WBE Participation Goals

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
 - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
ttyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shirree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect

Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**

www.nmsdc.org **LFUCG MBE/WBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # _____

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

By

Date

Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	RFP Package / RFP Date

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than

seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBE's to determine their level of interest.

_____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

1. Each Proposer shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Proposer agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Proposer also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Proposer agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Proposer in the preparation of proposals.
6. Changes/Alterations: Proposer may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
8. Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Proposer agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Contractor are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this contract. The Proposer must have all necessary right and lawful authority to enter into this contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this contract. The Proposer will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Proposer.

16. Governing Law: This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against the Proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Proposer to perform its obligations under this contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
RFP#37-2013 CNG Fueling Station**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- e. The above liability coverages may be provided in combination with an umbrella policy and must be in a minimum of \$1 million per occurrence with an aggregate limit of at least \$10 million.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00413717

CNG FUEL DELIVERY & DISPENSING SERVICES RFP

Introduction

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified contractors who can provide compressed natural gas (CNG) fueling services (including but not limited to design, equipment, construction, set up, maintenance/repair, natural gas, and operation) on LFUCG property located at 675 Byrd Thurman Drive (site map included in Appendix A) by no later than April 1, 2014. The initial minimum requirement is to provide and dispense CNG fuel for 14 refuse collection trucks each having a fuel capacity of 75 DGE gallons and each requiring a refuel during the evening hours on Mondays, Tuesdays, Thursdays, and Fridays. A refueling event should be completed in not more than twelve (12) hours. We anticipate, but do not guarantee, an additional 6-7 units will be added in the second year of the contract. Billing shall be monthly based on total DGE units dispensed for that month.

Submittal Requirements and Criteria

Proposals submitted in response to this RFP must follow the specifications and outline set forth herein. Only those contractors providing complete information will be considered for evaluation. The intent of this request is to provide a basic outline of needs, requirements, and goals but is not all inclusive and is not intended to discourage or restrict any particular method or proposal. The content and sequence of proposals are as follows:

- A. Cover Letter:** Submission will constitute a representation that your firm is willing and able to perform the commitments contained in the proposal. Cover letter must include the following:
 - a. Project Title
 - b. Name and Address of the entity submitting the proposal
 - c. Date entity was established
 - d. Name(s) and contact information of the person(s) of authority authorized to represent, negotiate and sign any contract that may result.
 - e. Original signature of person listed in section (e) above.
 - f. Narrative explaining the firm's qualifications for the project (one page)
 - g. Summary of firm's recent experience in similar CNG fueling services. Please use the form provided in *Section A*.
- B. Ability to meet stated timeline** (fueling services to commence by no later than April 1, 2014). Please provide your proposed timeline in *Section B*.

- C. Describe your firm's plans and capacity to provide expansion of services as needed and contingency plans for emergency fueling, equipment repairs, routine maintenance, and repairs of fuel dispensing equipment in *Section C*.
- D. Proposed CNG station specifications including cut-sheets of proposed equipment and site layout(s) showing all buildings and CNG equipment locations in *Section D*.
- E. Please complete the questionnaire provided in *Section E*.
- F. Level of local employment: Please indicate the percentage of the services anticipated to be provided by local businesses in *Section F*.
- G. Cost of Services based on proposed unit price as well as one time set up fees as noted in *Section G*.

Clarification During Review Process

During the evaluation process, the LFUCG has the right to request additional information and presentations for clarification in order to understand the Contractor's view and approach to the project and scope of work. Any changes to a submitted proposal made before executing the contract will become part of the final contract.

Timeline & Funding

It is imperative the project be at substantial state of completion (operational) by or before April 1, 2014.

Special Conditions

LFUCG shall provide the required electrical services to the fueling station. Please provide a detailed list of electrical service required (phase, voltage, amps, etc.) to be provided by LFUCG in *Section G*.

Section A: List of References and Past Projects

Project Title: _____

Project Location: _____ City: _____ State: _____

Number of Fuel Ports: _____ (Time Fill) _____ (Fast Fill)

Project Completion Date: _____

Number of Units Fueled: _____

Project Contact Information:

Name: _____ Phone (_____) _____ - _____

Email: _____ @ _____

Project Title: _____

Project Location: _____ City: _____ State: _____

Number of Fuel Ports: _____ (Time Fill) _____ (Fast Fill)

Project Completion Date: _____

Number of Units Fueled: _____

Project Contact Information:

Name: _____ Phone (_____) _____ - _____,

Email: _____ @ _____

Project Title: _____

Project Location: _____ City: _____ State: _____

Number of Fuel Ports: _____ (Time Fill) _____ (Fast Fill)

Project Completion Date: _____

Number of Units Fueled: _____

Project Contact Information:

Name: _____ Phone (_____) _____ - _____,

Email: _____@_____

Section B: Proposed Project Timeline

Please provide a proposed schedule of activities identifying such milestones as site work, permitting, inspection, equipment delivery/installation/certification, training, etc.

Section C:

C-I. Firm's Capacity for future expansion of services:

Please explain your firm's contingency plans/systems in place in dealing with potential need for additional CNG fueling capacity due to increase in the number of units.

C-II. Firm's Plan for Regular & Emergency Repairs/Fueling:

Please explain your firm's contingency and emergency plans/systems in place in dealing with station's maintenance/repair scheduling as well as back up plans in providing temporary fueling services (within 4 hours response time) of primary system failure.

Section D: Proposed Fueling Station Specification

Please provide a rough layout of the proposed station identifying all components within the fueling station area noted in Appendix A. Also provide basic construction specifications regarding any concrete work, electrical system, equipment installation, system safety and protection (fencing, bollards, etc.), as well as specification sheets regarding the primary components (tanks, compressors, dryers, fueling manifold/ports, piping/hose, metering device, etc.)

Section E

1. Has any owner, officer or partner of your organization ever been an owner, officer or partner of this or any other organization that failed to complete a construction contract or paid liquidated damages?

Yes _____ No _____ If yes, please explain:

2. Has the company, any principal, any parent company or subsidiary ever been denied a surety bond?

Yes _____ No _____ If yes, please explain:

3. Have any of the principals ever had a claim made against them by their bonding company or had the bonding company threaten to bring a claim?

Yes _____ No _____ If yes, please explain:

4. Has your firm ever been named in a lawsuit by any local, state, or federal government or other public entity for civil fraud, violation of any false claims act or related statute or any other tort claim as it relates to projects?

Yes _____ No _____ If yes, please explain:

5. Has your organization ever engaged in litigation against a city, county state or other municipality?

Yes _____ No _____ If yes, please identify the lawsuit:

Section F: Proposed Degree of Local Employment

Please provide a statement reflecting the anticipated level of local work force/companies participation with this contract.

Section G: Price Proposal

*Rates shall include the National Grid cost of fuel, all applicable taxes and other costs. Cost per gasoline gallon equivalent (GGE) (125,000 Btu) and diesel gallon equivalent (DGE) (139,000 Btu) to be **offered** for the following periods:*

Contract's First Year:

April 1, 2014 - March 31, 2015: \$_____ GGE \$_____ DGE

Monthly Minimum Purchase (If required by the vendor): \$_____

One time set up fee to be paid by LFUCG (If Any): \$_____

Contract's Second Year:

April 1, 2015 - March 31, 2016: \$_____ GGE \$_____ DGE

OR:

Based on National Index at: _____

Monthly Minimum Purchase (If required by the vendor): \$_____

Contract's Third Year (If an Extension is needed and agreed upon):

April 1, 2015 - March 31, 2016: \$_____ GGE \$_____ DGE

OR:

Based on National Index at: _____

Monthly Minimum Purchase (If required by the vendor): \$_____

Contract's Fourth Year (If an Extension is needed and agreed upon):

April 1, 2015 - March 31, 2016: \$_____GGE \$_____DGE

OR:

Based on National Index at: _____

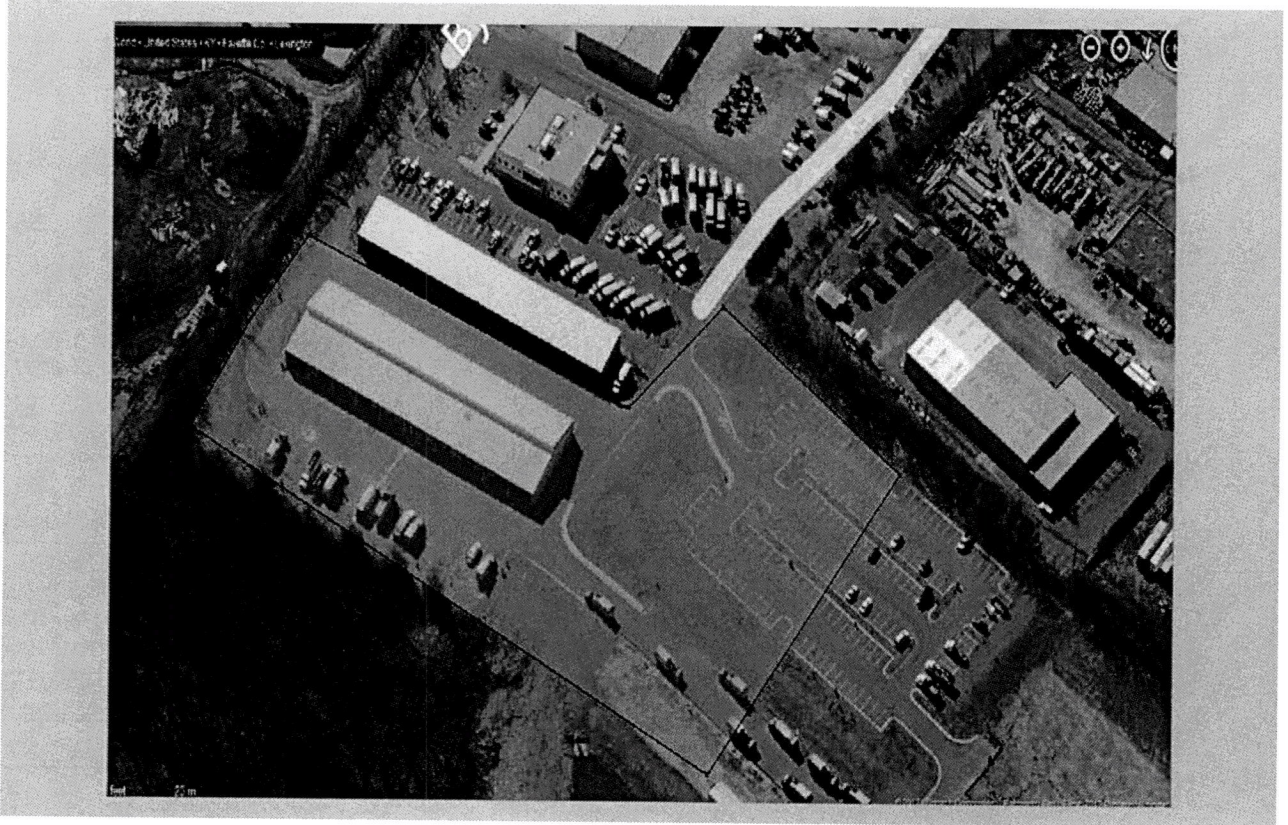
Monthly Minimum Purchase (If required by the vendor): \$_____

Items to be provided by LFUCG:

Electric:_____ Phase: _____ Voltage: _____ Amperage:_____

Other (please specify any required electrical equipment or specialized installations):

Appendix A: Proposed Project Site





Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#37-2013**

Date: December 9, 2013

Subject: **CNG Fueling Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced RFP:

- Sign in sheet from December 3, 2013 Pre-Proposal Meeting
- List of Questions and Answers

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

EXHIBIT B

SIGN-IN SHEET

RFP #37-2013 CNG Fueling Services – Pre-Proposal Meeting
 Tuesday, December 3rd 10:00 am 675 Byrd Thurman Drive, Lexington KY 40511

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
GREG MARTIN	Clean Energy	202-747-4148	GMARTIN@CLEANENERGYFUELS.COM
Russ Wharton	Clean Energy	615/6930329	rwharton@CLEANENERGYFUELS.COM
Wanda Keay	Fleet Services	358-3914	wanda.k@lexingtonky.gov
MARK CATON	Fleet Services	859-258-3910	mcaton@lexingtonky.gov
Chris Schimp	Compressed Energy Systems	618-967-3468	graysnowenergy@gmail.com
Eugene Crain	CNG of KY, LLC	606-782-2485	eugene.crain@gmail.com
Bill Nave	CNG of KY, LLC	859-621-4539	b.11nave01@gmail.com
RICHARD BOWEN	WASTE MGT	859-519-5784	rbowen@Lexingtonky.GOV
Steve Felske	WASTE MGT	859-509-1783	STFELSKE2@Lexingtonky.GOV
BILL BOETTCH	TRIANGLE FUELS	859-619-8713	BILL@TRIANGLEFUELS.COM
Dawn Dettman	DEP	859-425-2578	DDETTMAN@Lexingtonky.GOV
Tyler C. Hamilton	Columbia Gas	859-312-1910	thamilton@nsource.com
Alex Fassas	Red Hed Oil Co.	859-623-6705	alex@redhedoil.com
Alan Steiden	Kentuckiana Cleanfuel	502-773-0833	asteiden@Kentuckiancleanfuel.com
Ryan M. Cleary	Kentuckiana Cleanfuel	502-577-7855	ryan.cleary@247machanality.com
Mike Roe	Lagco Inc	859-293-7473	mroe.lagco@gmail.com
BRUCE HUNTZ	Lagco, Inc.	859-293-7473	bruce@lagco.com
Mike Templeman	Triangle Fuels	502-545-8823	Mike.templeman1@gmail.com
TERREY THURMAN	LFUCG	258-3901	thhurman@lexingtonky.gov
Jensid Baaden	LFUCG		

This RFP is for a temporary CNG time-fill CNG Station not a permanent CNG time-fill station correct because having a permanent station up and running by April 1st is extremely unrealistic?

The primary objective of this RFP is to provide CNG fueling for at least 14 trucks by the stated date. All proposed solutions will be considered (temporary, permanent, or hybrid solutions that include both temporary and permanent installations. The primary purpose of this RFP is to provide "turn key" fueling services for the number of units stated and for the initial terms noted.

Are the extension options included because it is unknown at this time when the permanent station will be constructed and commissioned?

The contract extension options are included to indicate the LFUCG's commitment to CNG and consequently provide additional incentive and time for prospective contractor's to recoup their investments. The extension option will be exercised in the event that the award, design, construction and operation of a permanent/long term station will required for a successful completion.

Will a second RFP be released for a permanent CNG time-fill station?

A second RFP will be issued sometimes in mid to late 2014 to address the long term fueling services needs of the LFUCG. At this point, we anticipate that a "quick fill" option will also be incorporated in the permanent CNG fueling station's plans.

When and where will the gas line be brought in from, where will the meter set be located and what is the guaranteed inlet pressure from the local gas utility?

We are currently working with the local gas utility (Columbia Gas) and they are anticipating completion of their work near the end of February 2014. The design pressure of the gas line is 40 psi. Tyler Hamilton is the contact at Columbia Gas. He can be reached via email at thamilton@nisource.com

Is there 480 3 phase power where the compressor compound is planned to be located? If not when will that be brought in?

There is 480 volt three phase service on the property but we need to know the exact electrical requirements before extending the service to the fueling site.

How many trucks, how much fuel does each truck consume per day and how many days a week do they run that will be fueling at this temporary CNG time-fill station?

This question is fully answered in the Introduction on page 30 of the RFP documents.

We are investigating costs and availability of performance bonds in the event we are selected. Please provide an estimate of the amount or range you envision will be requested from the successful bidder.

This RFP requires a Payment & Performance bond of 100% of the cost amount from the successful bidder

Please provide information on the estimated size or range of bond amount that is typically required on a two year fueling services contract with the potential for extension.

This RFP requires a Payment & Performance bond of 100% of the cost amount from the successful bidder

The RFP states that there will be 14 vehicles initially with a fuel tank capacity of 75 DGE each. For the purpose of engineering and planning for CNG delivery capacity we would like to know the following historical information. What is the range of fuel purchase quantities (in U.S. Gallons), in an individual refuse truck fill, for the current fleet?

2 - 75 gallons

What is the average fuel purchase quantity (in U.S. Gallons), in an individual refuse truck fill, for the current fleet?

32 gallons

What is the average monthly total fuel purchase, in U.S. Gallons, by the entire refuse truck fleet per month?
38,156 gallons per month (average)

Appendix A: Proposed Project Site indicates that portions of the site are already improved with a canopy, paved parking and driveway areas, and landscaped areas. Are these improvements to remain?

Yes, we anticipate these improvements will remain.

If not, when will demolition be completed, by whom and what will be the condition of the site when demolition is completed?

No demolition of current improvements is anticipated

If the improvements are to remain, will the contractor be obligated to incorporate them into his site plan and maintain their functionality?

Not necessarily

If functionality is to be preserved, what are the constraints within which the contractor must operate?

Existing truck sheds are to remain intact and functional; all existing roadways shall remain and retain their current functionality.

Will LFUCG be responsible for all costs associated with providing natural gas and electric to proposed location?

LFUCG will be responsible for the natural gas supply up to the meter and electrical service to a termination point at or near the primary location of need.

At what point and location does awarded bidder take over Utility expense?

At the meter

What provisions, if any, will LFUCG make to secure the site from theft, vandalism and unauthorized use?

Current provisions will remain in place (CCTV recording cameras, periodic live security checks, heavy police presence on site). However, the successful vendor will be the only entity responsible for any issues noted in the question.

There does not currently appear to be any restrictions for access to the site. Will the contractor be provided access control 24/7 and what security measures are the LFUCG contemplating providing and putting into place for the CNG fueling system site?

Yes, access will be available 24/7. Security question answered above.

General liability policies often exclude pollution and a separate pollution legal liability policy is purchased. Is a stand-alone pollution legal liability policy acceptable to evidence coverage requested in (d) on page 31?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

Pollution legal liability policies are often not covered/added by the excess or umbrella liability policies of insurance. Is a stand-alone pollution legal liability policy with limits of \$10 million acceptable to evidence limits in (e) on page 31?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

Insurance carriers are no longer providing 30 days' notice of cancellation. Is it acceptable that the bidder provide such notice to meet the requirements of (f) on page 31?

Yes

Will LFUCG negotiate the final agreement terms and conditions with the successful proposer as there are number of terms and conditions missing (i.e. force majeure provisions, payment provisions, etc)?

Yes

Will LFUCG consider modifying the language on Page 10 of the RFP to state that LFUCG may only retain an amount equal to the cost of completing the work in the event the agreement is terminated by LFUCG based on the bidder's default and in all other events no other amounts will be retained by LFUCG from the performance bond?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

Will LFUCG consider adding the following language to the end of the last sentence in Section 1 of the General Provisions: "by Proposer"?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

Will LFUCG consider adding language to the resulting agreement which states that in all cases where the agreement is terminated prior to the expiration date Proposer will be paid for all services performed prior to the termination date and that Proposer will always be provided with a cure period prior to any termination based on Proposer's default?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

Will LFUCG consider adding language to the resulting agreement which states that LFUCG will not unreasonably withhold its approval for any subcontractor (General Provisions, Section 13)?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

Please clarify what corporate resolution LFUCG may request under Section 15 of the General Provisions.

If not listed on the KY Secretary of State's website, we will require proof from the company that they're in good standing with the KY Secretary of State being licensed to practice business in the Commonwealth of Kentucky

Will LFUCG consider modifying Sections 1 and 2 of the Indemnification and Hold Harmless Provisions to clarify that all claims for which Contractor has responsibility or indemnification obligations must arise based on Contractor's (as defined in the section) acts or omissions and will LFUCG delete the following language in the second section: "directly or indirectly" and "in any way incidental to or"?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated.

Will LFUCG consider modifying Section 3 of the Indemnification and Hold Harmless Provisions to clarify that Contractor's obligations only relate to claims for which it must indemnify LFUCG under Section 2 and will LFUCG consider modify Section 4 to state that the indemnification obligations will only survive for one year after termination?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

Will LFUCG consider modifying the audit language on Page 33 of the RFP to state that only records related to the performance of the contract may be audited?

Our Division of Law would be able to answer this question once an intent to award is posted, and a contract is being negotiated

What is the size of the available electric service? If larger power is necessary, who will coordinate and pay for the service?

There is 480 volt three phase service on the property and LFUCG will be responsible for extending the service to the fuel site once the electrical demand has been determined.

Has Lexington developed plans for the line location? What is the location of the meter set? Is the MSA location flexible?

Columbia Gas has determined a path for their line and the meter though some flexibility may remain in their plans.

What are your payment Terms?

Net 30

Have any addendums been Released?

All Addendums are issued on the <https://lfucg.economicengine.com> website

When is the anticipated contract date?

See RFP documents, March 2014

How do you normally make payment, via check, Electronic funds transfer, or credit card?

Check

When is the anticipated Award Date?

January, 2014

When is the next schedule board meeting after bid opening?

Urban County Council will meet 1/16/2014

Who is your current vendor?

None

Can I have a copy of the last bid, bid tabulations?

There is no previous RFP for these services

Can I also have 3 gasoline invoices and 3 diesel fuel invoices for the period of 01/01/2013-11/30/2013?

This is an RFP for CNG

Are you wanting to bid on gasoline and diesel fuel or natural gas?

This is an RFP for compressed natural gas (CNG)

What grade of products are you wanting bid? Unl-87, mid-89, prem -92, Dyed Diesel, Clear on road diesel?

This is an RFP for compressed natural gas (CNG)

Do you accept ethanol in your gasoline?

Yes, but this RFP only pertains to compressed natural gas.

Do you accept bio diesel in your diesel?

Yes, but this RFP only pertains to compressed natural gas.

What are the yearly gallons per product?

As this is a new program for us, we do not have any historical data on the use of compressed natural gas (CNG)

What are the average load sizes per product?

Do not understand question. This is an RFP for compressed natural gas (CNG)

Do you own your own tanks?

There are no existing tanks

What are the tank sizes?

There are no existing tanks

Are the tanks above or below ground?

There are no existing tanks

Do you normally receive delivery via tank wagon or transport?

There is no existing service

Can I have a complete copy of last year's winning bid?

There is no previous service

Do you require a pump for delivery?

No

Do you require additive during the winter months?

We are not aware of any winter additives to compressed natural gas.

Are you tax exempt?

We are exempt from most Federal and State taxes

What taxes are you currently paying on your fuel invoices?

We pay the UST and LUST environmental taxes on our liquid fuels

Do we include taxes in our price or list them separately?

Separately

Do we include winter additive in our price or list it separately?

We are not aware of any winter additives to compressed natural gas.

What is the physical deliver address?

The service shall be provided at 675 Byrd Thurman Drive, Lexington, Kentucky

After an order is placed how long do we have to deliver?

No orders will be placed; RFP assumes continuous availability of fuel.

Is this bid to fill the trucks up with fuel every night?

Per the RFP requirements. trucks require refueling four nights per week, typically.

Are you currently being billed Net or Gross Gallons?

This RFP is for a new service thus we have never been billed

Is there a local preference?

Please see evaluation criteria in RFP documents.

Is a common carrier considered a subcontractor?

No

Is a subcontractor acceptable for delivery?

Yes

How soon after bid opening will bid tabulations be made available and how will they be available?

This is an RFP, not a bid

Do we need to obtain a Lexington – Fayette Urban County Government License?

Yes, that information is included in the affidavit in the RFP documents

Who is your current provider using as the 10% of the DBE Goal?

There is no current provider of compressed natural gas (CNG)



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#37-2013**

Date: December 9, 2013

Subject: **CNG Fueling Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced RFP:

- Additional Questions and Answers

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

Appendix A: Proposed Project Site indicates that portions of the site are already improved with a canopy, paved parking and driveway areas, and landscaped areas. Are these improvements to remain?

Yes

If not, when will demolition be completed, by whom and what will be the condition of the site when demolition is completed?

N/A. Answered in Addendum #1

If the improvements are to remain, will the contractor be obligated to incorporate them into his site plan and maintain their functionality?

No

If functionality is to be preserved, what are the constraints within which the contractor must operate?

No

Will LFUCG be responsible for all costs associated with providing natural gas and electric to proposed location?

Yes.

At what point and location does awarded bidder take over Utility expense?

Metering point for gas. Primary transformer for electric.

What provisions, if any, will LFUCG make to secure the site from theft, vandalism and unauthorized use?

Answered in Addendum #1

There does not currently appear to be any restrictions for access to the site. Will the contractor be provided access control 24/7 and what security measures are the LFUCG contemplating providing and putting into place for the CNG fueling system site?

Answered in Addendum #1

Fueling System Design-Related Questions

What is the guaranteed minimum service pressure of the natural gas to be delivered to the CNG fueling station?

Columbia Gas: We are not guaranteeing a pressure but have designed the system to run at 40 psi or above. thamilton@nisource.com

Is the available mass flow rate of the natural gas supply sufficient to provide for the entire potential build out of 21 vehicles while maintaining the guaranteed minimum service pressure?

Columbia Gas: This question is not very clear. The gas usage is designed off the compressor size not the amount of vehicles. We designed the system to have a flow of 48mcf/H. thamilton@nisource.com

What is the maximum and typical water content of the natural gas to be delivered to the site?

Columbia Gas: 7lb. / MMSCF thamilton@nisource.com

Please indicate the extent to which the available gas supply is sufficient to support expansion of the CNG fueling station beyond the contemplated 21 vehicle potential. Can it support a 50% increase to 30 vehicles; a 100% increase to 42 vehicles, etc.?

Columbia Gas: Look at question above. Again you size off compressor size not vehicle size. Vehicles vary in size. thamilton@nisource.com

What is the typical or average daily fuel usage of the vehicles in gallons of diesel fuel?

Answered in Addendum #1

Please provide information on the daily and weekly fleet operating schedule. At what time in the morning do daily safety checks normally begin?

Per Solid Waste (5 AM, M,T,Th,F)

At what time in the afternoon are end-of-run safety checks normally completed?

3:00 to 4:00 PM

When does fueling normally occur?

Timed fill CNG fueling will take place overnight.

Does this schedule vary day-to-day?

No

Is there a seasonal variation?

No

CNG Vehicle Operations and Maintenance-Related Questions

What provisions have been/will be made to modify vehicle maintenance facilities to meet currently applicable safety standards for CNG vehicle service facilities?

This RFP does not address vehicle service

What arrangements have been made to train vehicle mechanics for the skills needed to work safely on CNG fueled vehicles?

This RFP does not address vehicle service

Responsibility of supplying labor for fueling and CNG fueling station maintenance

Are we correct in assuming that LFUCG will provide the manpower to fill the refuse collection trucks, using the provided time fill posts, pursuant to set schedule?

Yes

Is LFUCG willing to be responsible for monitoring critical gauges and providing light maintenance to the CNG fueling station such as adding oil and purging surge tanks.

Possibly

Is LFUCG planning to have at least one person at the site 24/7 or at least during refueling of CNG?

No, it is assumed this will be an unattended operation

Site Plan

When will LFUCG provide a site plan showing the proposed dedicated area for CNG including the location of where the electric and gas will be terminated by the utilities?

Will be provided to the successful bidder



Clean Energy[®]

**Lexington-Fayette Urban County
Government (LFUCG) of
Lexington, Kentucky**

RFP #37-2013 CNG Fueling Services

Submitted by:
Greg Martin
Business Development Manager
Mid Atlantic Region
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Newport Beach, CA 92660
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Fax: (949) 724-1397
www.cleanenergyfuels.com



December 20, 2013

EXHIBIT C

CONFIDENTIAL MATERIAL

TABLE OF CONTENTS

COVER LETTER	SECTION A
PROJECT TIMELINE	SECTION B
EXPANSION CAPABILITIES	SECTION C
PROPOSED FUELING STATION SPECIFICATIONS	SECTION D
QUESTIONNAIRE	SECTION E
PROPOSED DEGREE OF LOCAL EMPLOYMENT	SECTION F
PRICE PROPOSAL	SECTION G
FORMS AND DOCUMENTS	SECTION H

Tab *A*

4675 MacArthur Court, Suite 800
Newport Beach, California 92660 USA
949.437.1000

Peter Grace
Senior Vice President, Sales & Finance

www.cleanenergyfuels.com



December 20, 2013

Theresa Maynard, CPPB
Senior Buyer
200 East Main Street-RM 338
Lexington, KY 40507

Re: RFP #37-2013 CNG Fueling Services

Dear Ms. Maynard:

Clean Energy, founded in 1996, is pleased to provide the following proposal in response to the Lexington-Fayette Urban County Government (LFUCG) RFP #37-2013 to provide compressed natural gas (CNG) fueling services on LFUCG property located at 675 Byrd Thurman Drive. Clean Energy's fully integrated services offer a complete, turnkey solution to meet the LFUCG's fueling needs. We understand the importance of this station and are fully committed to execute on the project deliverables.

QUALIFICATIONS

In 1997, Clean Energy began building and operating CNG stations for solid waste operators, and has since become the premier station service provider for both public and private refuse fleets across the country. Clean Energy operates and/or maintains over 50 CNG fueling stations dedicated for refuse fleets, and fuels more than 6,200 refuse trucks daily which accounts for approximately 60% of the estimated natural gas refuse trucks in operation throughout the US.

CE has extensive experience in designing and constructing new and upgraded fueling stations. Since 2008, we have constructed or upgraded over 250 natural gas fueling stations throughout North America including many mobile fueler stations; 127 projects were completed in 2012. Based on our track record and current resources, we are capable of completing stations on time and on budget.

Upon request, we can provide a listing of the solid waste CNG stations we have constructed, and currently operate and/or maintain; we did not want to exceed the one page limit on qualifications.

