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Item Number
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Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:

R. J. Connolly

Richard J. Connolly, Deputy Executive Director
Facilities Management Division

Reviewer:

Brian C. Ostler

Brian C. Ostler, City Attorney

Justin Erbacci

Justin Erbacci (May 12, 2023 11:58 EDT)

Justin Erbacci, Chief Executive Officer

Meeting Date

5/18/2023

Needs Council Approval: ☒ Y

Reviewed for/by	Date	Approval Status	By
Finance	5/10/2023	☒ Y ☐ NA	JS
CEQA	4/18/2023	☒ Y	BMS
Procurement	4/18/2023	☒ Y ☐ Cond	BC
Guest Experience	5/10/2023	☒ Y	TB
Strategic Planning	5/2/2023	☒ Y	BNZ

SUBJECT

Request to approve the award of two three-year contracts for the supply and delivery of compressed natural gas at Los Angeles International Airport and Van Nuys Airport, one contract with Clean Energy for an amount not to exceed of \$6,000,000, and another contract with U.S. Venture Inc., with fuel supplied by U.S. Gain, a division of U.S. Venture Inc., for an amount not to exceed \$3,000,000. The total amount of both contracts will be for an amount not to exceed \$9,000,000.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
3. FIND that this action complies with Administrative Code Section 10.15(a)(10) in that the use of competitive bidding would be undesirable and impractical.
4. APPROVE the award of a three-year contract to Clean Energy for the supply and delivery of compressed natural gas at Los Angeles International Airport and Van Nuys Airport to support a fleet of approximately 392 compressed natural gas fueled vehicles, for an amount not to exceed \$6,000,000.

5. FURTHER APPROVE the award of a three-year contract to U.S. Venture Inc. for the supply and delivery of compressed natural gas at Los Angeles International Airport and Van Nuys Airport to support a fleet of approximately 392 compressed natural gas fueled vehicles, for an amount not to exceed \$3,000,000.
6. AUTHORIZE the Chief Executive Officer, or designee, to execute the contracts after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

The proposed action will provide for the supply and delivery of compressed natural gas (CNG) at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) to support a fleet of approximately 392 CNG-fueled vehicles. Los Angeles World Airports (LAWA) requires an uninterrupted supply and a redundant source of CNG to support the operation of critical airport services and having two separate vendors in close proximity to LAX, furnishes LAWA with the ability to satisfy the CNG supply redundancy requirement for regular operations and emergencies. In addition, LAWA will be able to adjust its use of suppliers based on performance, availability, and price. At VNY, Clean Energy is the only CNG provider.

2. Prior Related Actions/History of Board Actions

- **June 18, 2015 – Resolution No. 25726 (DA-5001)**
The Board of Airport Commissioners (Board) awarded a one-year contract to Clean Energy for the supply and delivery of CNG at LAX for an amount not to exceed \$2,031,060. The contract expired on July 10, 2016.
- **June 2, 2016 – Resolution No. 25974 (DA-5001A)**
The Board of Airport Commissioners (Board) approved the First Amendment to DA-5001 with Clean Energy for the supply and delivery of CNG at LAX by extending the term for six months for an amended term of one-year and six-months, and by increasing the contract authority by \$1,015,530 for an amended overall amount not to exceed \$3,046,590. The contract expired on January 10, 2017.
- **August 18, 2016 – Resolution No. 26052 (DA-5118)**
The Board of Airport Commissioners (Board) awarded a three-year contract to Clean Energy for the supply and delivery of CNG at LAX for an amount not to exceed \$4,522,880. The contract expired on January 10, 2020.
- **November 7, 2019 – Resolution No. 26883 (DA-5399)**
The Board awarded a three-year contract to Clean Energy for the supply and delivery of CNG at LAX for an amount not to exceed of \$5,250,000. The contract commenced upon execution of the agreement November 26, 2019, and expired on November 25, 2022.
- **November 7, 2019 – Resolution No. 26883 (DA-5400)**
The Board awarded a three-year contract to U.S. Venture Inc., for the supply and delivery of CNG at LAX for an amount not to exceed of \$3,000,000. The contract commenced upon execution of the agreement November 26, 2019, and expired on November 25, 2022.

3. Background

Los Angeles World Airports has undertaken many significant projects to reduce the emission of air pollutants, including replacing traditionally-fueled vehicles and equipment with alternatively-fueled vehicles where possible and feasible. Alternative-fuel vehicles include those powered by liquefied natural gas (LNG), CNG, liquefied petroleum gas (LPG), and electricity. Los Angeles World Airports' fleet includes 392 CNG-fueled vehicles, primarily comprised of sedans, vans, work trucks, and airfield and parking shuttle buses to support LAX and VNY daily operations.

For its CNG needs, LAWA requires a vendor that has multiple locations in close proximity to the airport to provide CNG on an uninterrupted basis, as well as to be a redundant source of CNG fuel if a vendor facility cannot provide the appropriate service in the event of an emergency. As CNG is a critical commodity, the same as unleaded and diesel fuel, having a redundancy plan in place allows LAWA a high-level of assurance that fuel will be available in many situations.

In 2019, the Board awarded and approved, by direct award, two three-year agreements for the supply and delivery of CNG at LAX and VNY, including an agreement with Clean Energy, and an agreement with U.S. Venture Inc. Staff negotiated with Clean Energy and US Venture Inc. (US Venture) and was able to come to agreement with both companies for their discrete scopes of work. Since Clean Energy and US Venture meet all criteria for the current request, they are the only two CNG companies local to LAX, and Clean Energy being the only CNG provider for VNY, awarding this contract to both would ensure quality and redundancy. The CNG provided by both companies meets the California Air Resource Board (CARB) requirement, and specifications outlined in California Public Utilities Commission Tariff Rule No. 30, Section I.

4. Current Action/Rationale

The current contract for the supply and delivery of CNG at LAX expired and staff is requesting the approval of a new contract to continue the operation of critical airport services that requires CNG. As in 2019, because the two vendors meet the same specified criteria of proximity to LAX and ability to provide redundancy, staff recommends a direct award to Clean Energy and US Venture to expedite the procurement process. The primary fuel for a large portion of our fleet is CNG and vehicles and equipment that will be served by this contract include fleet cars, vans, pick-up trucks in multiple class sizes, airfield and shuttle buses, manlifts, forklifts, and changeable messages signs.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Sustain a Strong Business: Operate sustainably – balancing economic, social and environmental responsibilities.* Los Angeles World Airports' use of vehicles that utilize LNG and CNG contributes to the goal of cleaner air, as these alternative fuel sources are up to 97 percent cleaner than vehicles that use conventional fuels. The utilization of alternative-fuel vehicles is in accordance with statewide and national efforts to address pertinent environmental issues. Natural gas engines also produce as much as 25 percent less greenhouse gases (in the form of CO₂) that contribute to global warming. An additional benefit of utilizing natural gas is that in the event of a spill, natural gas will dissipate while liquid fuels can contaminate water sources and are extremely difficult to remediate.

5. Fiscal Impact

Costs for these contracts will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues. By awarding contracts to both Clean Energy and U.S. Venture Inc., LAWA will have an uninterrupted supply of CNG to continue with daily fleet operations.

The previous Clean Energy agreements (DA-5399) total contract authority was \$5,250,000, and 78.1 percent of the total contract authority was utilized. The total invoiced amount was \$4,138,469.32 through the life of the contract, leaving \$1,111,530.68 (or 21.9 percent) in contract authority. Invoice amounts were roughly \$110,000-\$170,000 per month, depending on operational activity and CNG price fluctuations.

The previous U.S. Venture Inc. agreement (DA-5400) total contract authority was \$3,000,000, and 23.6 percent of the total contract authority was utilized. The total invoiced amount was \$836,371.52 through the life of the contract, leaving \$2,163,628.48 (or 76.4 percent) in contract authority. Invoice amounts were roughly \$20,000-\$70,000 per month, depending on operational activity and CNG price fluctuations.

The price of the fuel is indexed to the Southern California Gas Company Monthly Replacement Tariff Rate Schedule, No. G-NGV (natural gas vehicle), which is the same as the previous agreements. Generally, prices have increased approximately 25 percent since 2020. The national average closing price of CNG in 2020 was \$2.03, and the current year average price of CNG is \$2.54 per gasoline gallon equivalent (GGE).

6. Alternatives Considered

- ***Issue a Bid for the two Contract Awards***

Staff considered proceeding with LAWA's bid process. However, Clean Energy and U.S. Venture Inc. are the only CNG companies local to LAX that can provide an uninterrupted supply of CNG, as required by LAWA. Staff determined that Clean Energy and U.S. Venture Inc. would be the only bidders if LAWA issued an RFB. Therefore, staff recommend a direct award to both Clean Energy and U.S. Venture Inc.

APPROPRIATIONS

Funds for this contract are available in the Fiscal Year 2022-2023 Los Angeles World Airports Operating Budget in LAX Cost Center 1150056 – Alternative Fuel/Bus Maintenance & Cost Center 1150026 – Terminal Services, Commitment Item 522 – Materials & Supplies. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.

3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. This action is not subject to the provisions of the Living Wage/Service Contractor Worker Retention Ordinances.
5. This action is not subject to the provisions of the Business Enterprise (BE) Programs.
6. Clean Energy and U.S. Ventures Inc. will comply with the provisions of the Affirmative Action Program.
7. Clean Energy has been assigned Business Tax Registration Certificate No. 0000751740-0001-8. U.S. Ventures Inc. has been assigned Business Tax Registration Certificate No. 0003124453-0001-4.
8. Clean Energy and U.S. Ventures Inc. will comply with the provisions of the Child Support Obligations Ordinance.
9. Clean Energy and U.S. Ventures Inc. has approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. Clean Energy and U.S. Ventures Inc. has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Clean Energy and U.S. Ventures Inc. has been determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. Clean Energy and U.S. Ventures Inc. has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Clean Energy and U.S. Ventures Inc. has submitted the MLO CEC Form 50 and will comply with its provisions.
16. Clean Energy and U.S. Ventures Inc. has submitted the Iran Contracting Act and will comply with its provisions.

**CONTRACT BETWEEN
THE CITY OF LOS ANGELES
AND CLEAN ENERGY
FOR THE SUPPLY OF COMPRESSED
NATURAL GAS FOR
LOS ANGELES WORLD AIRPORTS**

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EXHIBITS

- A Scope of Work
- B Administrative Documents:
 - Vendor Identification
 - Form 55
 - Contractor Responsibility Questionnaire and Pledge
 - Iran Contracting Act Compliance Affidavit
 - Equal Benefits Ordinance Compliance Affidavit
 - Insurance Requirements and City Held Harmless, Hazardous Substances
 - Form 50
 - Alternative Fuel Vehicle Program
- C Invoicing Instruction and Vendor Setup for Auto Payment

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
CLEAN ENERGY FOR THE SUPPLY OF COMPRESSED NATURAL
GAS FOR LOS ANGELES WORLD AIRPORTS**

THIS CONTRACT, made and entered into this ____ of _____ 2023, (“Effective Date”) by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City"), a municipal corporation and charter city, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") and its City Council, and **CLEAN ENERGY**, a California corporation with its principal place of business located in Newport Beach, California (hereinafter referred to as “Vendor”).

WHEREAS, the City and Vendor are parties to a contract pursuant to which Vendor supplies compressed natural gas (CNG) fuel and related services to the City for use at Los Angeles International Airport (LAX), and

WHEREAS, the parties seek to enter a new contract on similar terms; and

WHEREAS, the Board has now authorized the purchase of the CNG fuel and services as set forth in this Contract; and

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Section 1.0 Scope of Work.

Vendor agrees to provide compressed natural gas to meet the requirements of Los Angeles World Airports and to perform the services set forth in and pursuant to the Scope of Work and the other terms of this Contract. A copy of the Scope of Work is attached hereto as Exhibit A.

Section 2.0 Statutory, Administrative and Other Requirements.

It is understood and agreed that the Statutory, Administrative and Other Requirements-related documents attached hereto as Exhibit B are incorporated herein and made part of this Contract.

Section 3.0 Term of Contract.

3.1 The term of this Contract shall commence on _____ (“Commencement Date”) and shall expire no later than three (3) years thereafter, subject, however, to earlier termination pursuant to the terms of this Contract.

3.2 In addition to termination rights set forth elsewhere in this Contract, LAWA/CEO may terminate this Contract, with or without cause and without liability for damages of any kind, upon giving Vendor a thirty (30) day advance written notice or as otherwise provided herein.

Section 4.0 Vendor's Fee and Payment; Vendor's Payments.

4.1 For all fuel and services provided, including but not limited to data integration and the provision of fuel cards, for all costs, direct or indirect, and for all expenses incurred by Vendor pursuant to this Contract, City shall pay Vendor as per the terms of this Contract. In no event shall the amount payable under this Contract exceed the sum of Six Million Dollars (\$6,000,000).

4.2 Fees. The Compression Fee shall be \$1.2600 per GGE.

However, if LAWA exceeds 85,000 GGE in any given month, the compression fee shall be reduced to \$1.00 per GGE for the entire dispensed GGE quantity that month.

After provision of fuel and services, Vendor shall submit to City requests for payment of the amount due after pursuant to the City's Invoice Instructions. Vendor shall submit invoices to LAWA in accordance with the Invoice Instructions and sample Vendor Setup Request forms attached hereto collectively as Exhibit C. After receipt and City's satisfaction with the fuel and/or services, City shall pay Vendor as per the terms of this Contract. Payment terms are Net 30 days.

4.3. The Compression Fee price shall be fixed and remain unchanged.

4.4 Vendor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with Section 3082) of the Civil Code of the State of California, and Vendor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

4.5 Vendor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Vendor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Vendors or subcontractor to a subcontractor, the Vendor subcontractor may withhold no more than 150% of the disputed amount. Vendor shall include this provision in all subcontracts.

Section 5.0 Insurance.

5.1 Vendor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified in the Insurance documents included in Exhibit B. The specified insurance shall also, either by provisions in the policies, by LAWA's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insured's, against the areas of risk described in

the Insurance documents included in Exhibit B, hereof with respect to Vendor's acts or omissions arising from or relating to this Contract.

5.2 Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability", and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Vendor with the City of Los Angeles."

5.3 All such insurance shall be primary and noncontributing with any other insurance held by the Department where liability arises out of or results from the acts or omissions of Vendor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Vendor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer based upon the nature of Vendor's operations and the type of insurance involved.

5.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department, Board and all of City's officers, employees, and agents, their successors and assigns, as insured's is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Vendor in Vendor's operations at Airport. In the event Vendor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Vendor, and Vendor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

5.5 At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Vendor shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

5.6 Vendor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in §§11.47 through 11.56 of City's Administrative Code prior to the Effective Date of this Contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least

thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

5.7 City and Vendor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the Chief Executive Officer who may, thereafter, require Vendor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Chief Executive Officer deems to be adequate.

Section 6.0 City Held Harmless.

6.1 To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Vendor and/or Vendor's agents or employees) by reason of injury to, or death of, any person(s) (including Vendor or and/or Vendor's agents or employees), or for damage to, or destruction of, any property (including property of Vendor and/or Vendor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Vendor's performance of the Contract except to the extent contributed to by any negligent act or omission of City or any of City's Boards, officers, agents or employees.

6.2 In addition, Vendor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Vendor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Vendor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

6.3 In Vendor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, §§271, 272 and 273 thereof.

6.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

Section 7.0 Hazardous and Other Regulated Substances.

7.1 Vendor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or

other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, compressed natural gas.

7.2 If the CNG provided by Vendor contains hazardous substances shown on the list prepared by Director of California pursuant to California Labor Code Sections 6380-6396, a Material Safety Data Sheet (MSDS) prepared in compliance with Title 8, California Administration Code, 5194, shall be provided by Vendor to LAWA.

7.3 Vendor agrees that any damages, penalties or fines levied on City and/or Vendor as a result of noncompliance with any of the above shall be the sole responsibility of Vendor and, further, that Vendor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City incurs, or pays, as a result of noncompliance with the above.

Section 8.0 Assignment or Transfer Prohibited.

8.1 Vendor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of the Chief Executive Officer.

8.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Vendor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Vendor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Vendor; (iii) the dissolution by any means of Vendor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Vendor without the written consent of the Chief Executive Officer is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 9.0 Independent Contractor.

9.1 It is the express intention of the parties that Vendor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Vendor and City, or between Vendor and any official, agent, or employee of City. Both parties acknowledge that Vendor is not an employee of City.

9.2 Vendor shall retain the right to provide CNG to others during the term of this Contract.

Section 10.0 Compliance with Applicable Laws.

10.1 Vendor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans with Disabilities Act of 1990. Vendor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Vendor's noncompliance with such enactments. Further, Vendor agrees to cooperate fully with City in its efforts to comply with the Americans with Disability Act of 1990 and any amendments thereto, or successor statutes.

Section 11.0 Default and Right of Termination.

11.1 In the event Vendor fails to abide by the terms, covenants and conditions of this Contract, LAWA/CEO may give Vendor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Vendor a ten (10) day written notice.

11.2 Notwithstanding anything herein to the contrary, LAWA has the right to terminate this Contract, with or without cause, and without liability for damages of any kind, upon thirty (30) days advance written notice to the Vendor.

Section 12.0 Disabled Access.

12.1 As directly related to Vendor's responsibilities with regard to this Contract, Vendor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Vendor. Vendor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Vendor's noncompliance. Further, Vendor agrees to cooperate fully with City in its efforts to comply with the Americans with Disability Act of 1990 and any amendments thereto, or successor statutes.

12.2 Should Vendor fail to comply with this Section, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Vendor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 13.0 Safety Requirement.

Vendor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all CNG provided

will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of Vendor's failure to comply with the Act and the standards issued thereunder and for the failure of CNG provided to so comply.

Section 14.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

14.1 During the term of this Contract, Vendor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Vendor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Vendor shall comply with the affirmative action requirements of Los Angeles Administrative Code §§10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

14.2 During the performance of this Contract, Vendor agrees to comply with §10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to §§10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Vendor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Vendor. Upon a finding duly made that Vendor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

14.3 During the performance of this Contract, Vendor agrees to comply with §10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to §§10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Vendor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Vendor. Upon a finding duly made that Vendor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

14.4 All subcontracts awarded under this Contract shall contain similar provisions and Vendor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to City.

14.5 Vendor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

Section 15.0 Business Tax Registration.

15.1 Vendor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, §21.00 and following, of City's Municipal Code).

15.2 Vendor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 16.0 Child Support Orders.

16.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Vendor (and any subcontractor of Vendor providing services to City under this Contract) shall: (1) fully comply with all State and Federal employment reporting requirements for Vendor's, or Vendor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Vendor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

16.2 Pursuant to §1010(b) of the Los Angeles Administrative Code, failure of Vendor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Vendor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Vendor by City (in lieu of any time for cure provided elsewhere in this Contract).

Section 17.0 Contractor Responsibility Program.

17.1 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be responsible contractors.

17.2 Vendor's completed Contractor Responsibility Program Questionnaire and Pledge of Compliance are contained in Exhibit B. Vendor is also required to respond within the specified time to LAWA's request for information and documentation needed to support a

Contractor Responsibility determination. Subcontractors will be required to submit the Questionnaire and Pledge to the prime Contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 18.0 Equal Benefits Ordinance (EBO).

18.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO §10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

18.2. During the term of this Contract, Vendor certifies and represents that the Vendor will comply with the EBO. Furthermore, Vendor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of a Contract with the City of Los Angeles, the Vendor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847- 6480."

Section 19.0 Assignment of Anti-Trust Claims.

Pursuant to California Government Code Section §4550, et seq., regarding Anti-Trust Claims, Vendor offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to Vendor.

Section 20.0 Compliance with Los Angeles City Charter §470(C)(12).

The Vendor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter §470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Vendor is required to provide and update certain information to the City as specified by law. Any Vendor subject to Charter §470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter §470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract. Pursuant to City Charter

§470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to Vendor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to Vendor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960."

Vendor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 21.0 Alternative Fuel Vehicle Requirement Program.

Vendor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program, if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are included in Exhibit B and made a material term of this Contract.

Section 22.0 Environmentally Favorable Operations.

If applicable, Vendor acknowledges for itself and any subcontractors that its operation of its activities under this Contract will be subject to all Department policies, guidelines and requirements regarding environmentally favorable construction use and/or operations practices (hereinafter collectively referred to as "LAWA Policies") as such LAWA Policies may be promulgated, revised and amended from time-to-time."

Section 23.0 Municipal Lobbying Ordinance.

Vendor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance (Los Angeles Municipal Code Section 48.01, et sq.) throughout the term of this Contract.

Section 24.0 Iran Contracting Act of 2010.

Vendor has submitted an Iran Contracting Act of 2010 Compliance Affidavit (see Exhibit B). Vendor's Compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Contract.

Section 25.0 Notices.

25.1 **Notice to City.** Written notices to City hereunder, (with a copy to the City Attorney of the City of Los Angeles, Airport Division) shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Vendor.

25.2 **Notice to Vendor.** Written notices to Vendor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660**

or to such other address as Vendor may designate by written notice to City.

25.3 The execution of any notice by Chief Executive Officer of City's Department of Airports shall be effective as to Vendor as if said notice were executed by the Board, or by Resolution or Order of said Board, and Vendor shall not question the authority of the Chief Executive Officer to execute any such notice.

25.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Vendor in the other case, or may deposited in the United States mail, properly addressed as aforesaid, with postage fully prepaid, by certified or registered mail, return receipt requested. Personal service shall be effective at the time of service and service by mail shall be effective five (5) days after deposit in the mail. Notice to Vendor maybe given by email to chad.lindholm@cleanenergyfuels.com. Email notice to Vendor shall be effective on the next business day following transmission.

Section 26.0 Miscellaneous.

26.1 This Contract, and every question arising hereunder, shall be construed, and determined, according to the laws of the State of California. Venue for any state court action shall be at the Torrance Branch of the Los Angeles County Superior Court.

26.2 It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26.3 In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

26.4 The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

26.5 The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

26.6 This Contract, the Exhibits attached hereto, and other materials referenced herein, contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

IN WITNESS WHEREOF, City has caused this Contract to be executed by the Chief Executive Officer of its Department of Airports and Vendor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES:

Date: _____

Date: _____

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

REVIEWED:

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

CLEAN ENERGY

By:  _____
Signature

Mitchell W. Pratt
Print Name

Chief Operating Office & Corporate Secretary
Print Title

By:  _____
Signature

Robert M. Vreeland
Print Name

Chief Financial Officer
Print Title

CLEAN ENERGY SCOPE OF WORK TO PROVIDE COMPRESSED NATURAL GAS FOR FLEET OPERATED BY LOS ANGELES WORLD AIRPORTS

OVERVIEW

This Scope of work is for the supply of compressed natural gas (CNG) to support the parking lot shuttle, maintenance vehicle and passenger sedan fleet operated by Los Angeles World Airports (LAWA).

BACKGROUND

LAWA operates a fleet of approximately 392 alternate fuel vehicles that run on CNG. These vehicles perform a wide range of tasks including transporting guests from remote parking and terminal facilities as well as supporting LAWA staff in the performance of their duties. Work trucks and passenger sedans that are part of this fleet are utilized both on and off the airport and require flexible options to support the day-to-day operation. LAWA requires a vendor that has multiple locations to provide CNG on an uninterrupted basis.

OBJECTIVE

Secure a qualified Vendor to supply CNG to the fleet described above as well as to be a redundant source of CNG fuel to LAWA's remaining CNG vehicle fleet in the event that LAWA's other CNG vendor cannot provide the appropriate service.

REQUIREMENTS

A minimum of two (2) fueling facilities with a maximum distance of five (5) miles as driven on city streets from LAWA's Administration East building located at 1 World Way, Los Angeles CA, 90045. Vendor's two local facilities are presently located at: 9131 Aviation Boulevard, Inglewood, CA 90301 and 10400 Aviation Boulevard, Inglewood, CA 90045.

LAWA also requires Vendor to operate a branded network of CNG facilities located in the Southern California area capable of providing fuel services from Santa Clarita to San Diego.

Fueling facility must be capable of supplying CNG 24 hours-a-day, 7 days-a-week and 365/366 days per year.

Fueling facilities shall have additional standard dispensers rated 3,600 Pounds Per Square Inches (psi) available for fueling. One of the two (2) afore-identified local fueling facilities must be equipped with a minimum of one (1) high volume dispenser (Sherex CT5000) nozzle or equal, for quick filling of LAWA vehicles which utilize this feature.

Fueling facilities must operate redundant compressors and produce a minimum of 2,400 gasoline gallon equivalent (GGE) per day to meet the needs of LAWA. Facilities must meet this volume in addition to any other commitments the Vendor may have.

Vendor will be required to supply fueling cards that will be issued/managed by LAWA Fleet personnel to meet the needs of LAWA.

PERFORMANCE

Vendor is expected to provide CNG in accordance with this Scope of Work. Any deficiency shall be brought to the attention of the vendor for correction. If deficiencies are not corrected within a time frame established by the approved LAWA Maintenance Services Division (MSD) personnel, a Notice to Correct Unacceptable Service (NTCUS) will be issued. A NTCUS is formal written documentation of the vendor's lack of performance or non-performance for contracted work. If two (2) NTCUS' are issued to the Vendor within the contract, LAWA reserves the right to terminate the contract within ten (10) days after the vendor receives the second NTCUS.

FUEL DATA

Vendor shall provide fuel usage data on a monthly basis and consider options to support LAWA in providing live trackable fuel usage data.

RESPONSE TO SERVICE CALLS

Vendor shall have a maintenance technician on call 24 hours-per-day, 7 days-a-week and 365/366 days per year. Vendor's on-call maintenance technician shall have a two (2) hour maximum response time for emergency service calls on equipment malfunction. Vendor must make available an after-hours phone number that can be used for such notifications. A "voicemail" message service will not be accepted.

PRODUCT QUALIFICATIONS

The CNG provided must be California Air Resource Board (CARB) approved for use in on road highway vehicles. The CNG dispensed shall consist of not less than 80 molar percentage (MOL%) Renewable Natural Gas (bio methane). The bio methane component shall contain no less than 90 MOL% methane (CH₄) and meet gas delivery specifications outlined in California Public Utilities Commission Tariff Rule No. 30, Section I.

PRICE STRUCTURE

The cost of fuel is to be based on the Southern California Gas Company's (SoCal Gas) Monthly Replacement Tariff Rate Schedule, No. G-NGV located at <https://tariff.socalgas.com/regulatory/tariffs/tariffs-rates.shtml>. Vendor shall provide a copy of the applicable SoCal Gas Monthly Tariff Rate Schedule in each monthly invoice.

Cost of natural gas will be indexed to the Southern California Gas Company's Monthly Rate Schedule. Fuel costs are expected to fluctuate with the cost of feed stock indexed to the SoCal Gas Monthly Rate Schedule.

Calculating the Gasoline Gallon Equivalent (GGE) cost of CNG requires the use of British thermal units (BTU). The SoCal Gas Monthly Rate Schedule report is based on Therm units (one Therm= 100,000 BTU's). Gasoline is measured in gallons; one standard gallon of gasoline is rated at 125,000 BTU's.

To calculate the GGE cost of CNG to LAWA, multiply the Therm unit cost from the Monthly Rate Schedule No. G-NGV, G-NGU column, Uncompressed Commodity Charge row by 1.25. Refer to the Southern California Gas Company, Schedule No. G-NGV for G-NGU Procurement

Charge and G-NGU Transmission Charge rates. See link and sample calculation below:
https://tariff.socalgas.com/regulatory/tariffs/tm2/pdf/tariffs/GAS_G-SCHEDS_G-NGV.pdf

Example calculation CNG cost per GGE for the month of April 2023:

<i>G-NGU Procurement Charge:</i>	<i>43.120¢</i>
<i>G-NGU Transmission Charge:</i>	<i>30.844¢</i>
<i>Uncompressed Commodity Charge (UCC):</i>	<i>73.964¢</i>

Convert the UCC cost rate calculated in Therms to gallons by multiplying by 1.25

- 73.964¢ per Therm X 1.25 = 92.455¢ per GGE*

Add compression fee per GGE

- 92.455¢ or \$0.92 UCC per GGE + \$1.26 Compression Fee per GGE = \$2.18 per GGE*

Add applicable state taxes: \$0.0887 per GGE

- \$2.18 per GGE + \$0.09 = \$2.27 per GGE*

COMPRESSION FEE

The compression fee provided by the vendor should be in the form of per GGE equivalent and shall include all charges associated with the supply of CNG, including but not limited to: labor, delivery, supervision, materials, tools, insurance, profit, travel expenses, overhead, personnel, fees (not taxes), expendable supplies and all other related costs to perform the work described within this scope of work.

TAXES

Do not include any taxes in the price of compression fee. Taxes should be itemized separately on the monthly invoices. The applicable state tax rate per GGE is \$0.0887.

September 20, 2022

~~Clean Energy Los Angeles, LLC~~ **Clean Energy**

~~2045 E. Carson St.~~ **4675 Mac Arthur Court, Suite 800**

~~Carson, CA 90810~~ **Newport Beach, CA 92660**

Re: Sole Source Contract for Purchase of CNG Fuel at LAX

Dear Bryce Madsen

bryce.madsen@cleanenergyfuels.com

LAX

Van Nuys

City of Los Angeles

Eric Garcetti
Mayor

Board of Airport
Commissioners

Sean O. Burton
President

Valeria C. Velasco
Vice President

Gabriel L. Eshaghiian
Beatrice C. Hsu
Nicholas P. Roxborough
Dr. Cynthia A. Tellez
Karim Webb

Justin Erbecci
Chief Executive Officer

The Los Angeles World Airports (LAWA) would like to enter into a sole source agreement with your company based on the price structure and compression fee listed in the Scope of Work for the Purchase of CNG Fuel at LAX.

If your company agrees to contract with The Los Angeles World Airports, on the basis of these agreed upon prices, we ask that you indicate your agreement by signing at the bottom of this letter. Please return this letter along with the completed Administrative Documents by October 6, 2022.

The following administrative requirements that have been assessed for this project are as follows:

- 1) Vendor Identification Form
- 2) Bidder Contributions
- 3) Equal Benefits Ordinance
- 4) Insurance
- 5) Municipal Lobbying Ordinance
- 6) Alternative Fuel Vehicle Requirement Program
- 7) Affirmative Action
- 8) Assignment of Anti-Trust Claims
- 9) Child Support Obligations
- 10) Iran Contracting Act of 2010
- 11) Contractor Responsibility Program

Once the paperwork is completed (this letter and administrative requirements), please submit via email to:
jbrazil@lawa.org.

Thank you for your cooperation.

Sincerely,

Jacques Brazil
Strategic Sourcing Division

cc: Sole Source file
Nick Hess
Don McLaurin
Valerie Works

Date signed: 10/4 2022,



Chief Financial Officer

Signature

Title

Robert M. Vreeland

Print Name of Signer

EXHIBIT B

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- ☒ Is the required Vendor Identification Form completed and signed?
- ☒ Is the BTRC/VRN number provided?
- ☒ Is the EEOO contact information provided?
- ☒ Is the list of previous City contracts attached? (If applicable)
- ☒ Is the Form enclosed in the Packet?

2. BIDDER CONTRIBUTIONS

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Schedule A - Please list all principals on Schedule A.
- ☒ Schedule B - Please list all subcontractors and their principals on Schedule B (If you check "Yes")
- ☒ Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. CONTRACTOR RESPONSIBILITY PROGRAM

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

4. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☒ Have you read and checked one of the options?
- ☒ Is the Affidavit enclosed in the Packet?

5. EQUAL BENEFITS ORDINANCE

- ☒ Is the EBO Compliance Affidavit Form completed and signed?
- ☒ Is the Form enclosed in the Packet?

6. INSURANCE

- ☒ Is the required Certificate of Insurance completed and signed?
- ☒ Is the required Workers Compensation Waiver of Subrogation Endorsement enclosed in the Packet?
- ☒ Is the required General Liability Additional Insured Endorsement enclosed in the Packet?
- ☒ Are the required Certificate and endorsement forms enclosed in the Packet?

7. MUNICIPAL LOBBYING ORDINANCE

- ☒ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☒ Is the Certification enclosed in the Packet?

THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:

8. AFFIRMATIVE ACTION

- ☒ Have you read and agreed with the City of Los Angeles' Non-discrimination, Equal Employment and Affirmative Action provisions?

9. ASSIGNMENT OF ANTI-TRUST CLAIMS

- ☒ Have you read and agreed with California Government Code Sections 4550 – 4554?

10. CHILD SUPPORT OBLIGATIONS

- ☒ Have you read and agreed with Child Support Obligations provisions?

IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

EXHIBIT B

Vendor Identification Form

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION	
Legal Name: <u>Clean Energy</u>	Doing Business As: <u>N/A</u>
Are you an independent contractor eligible to receive a 1099-MISC? No ☒ Yes ☐ EIN or SSN: <u>95-4603747</u> (A TIN (SSN or EIN) and W-9 are required)	License or Registration Number (if applicable): Payment Terms (code): 0 0 1 2 Seller's Permit Number (if applicable): <u>97-885097</u>
Ownership: ☐ Individual / Sole Proprietor ☒ Corporation ☐ Partnership ☐ Governmental Entity ☐ Other (specify):	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/Nonresident Withholding Guidelines for information go to : www.ftb.ca.gov/ ☐ Form-590 ☐ Form-588 ☐ Form-589 ☐ Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515
BTRC/Vendor Registration Number: 0 0 0 0 7 5 1 7 4 0 0 0 0 1 8	
☐ BTRC/VRN application pending (please attach the application) For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm	
BUSINESS ADDRESS	
Street: <u>4675 MacArthur Court</u> Suite #: <u>800</u>	Contact Person: <u>Bryce Madsen</u>
City: <u>Newport Beach</u>	Contact Person's Title: <u>Account Manager</u>
State: <u>CA</u> Zip Code: <u>92660</u>	Fax: <u>(949) 724-1397</u> Phone: <u>949.437.1269</u>
Website: <u>www.cleanenergyfuels.com</u>	Email: <u>bryce.madsen@cleanenergyfuels.com</u>
Remittance address (if required and different from the above): <u>P.O. Box 676911, Dallas, TX 75267</u>	
BUSINESS INFORMATION	
Service Area: International ☐ National ☐ Regional ☒ Local ☐	Years in Business: <u>25</u> Number of Employees: <u>438</u>
BUSINESS CERTIFICATION (Check all that apply)	
☐ Woman-Owned Business Enterprise (WBE) ☐ Minority Business Enterprise (MBE) ☐ Small Business Enterprise (according to SBA criteria) ☐ Minority Women Business Enterprise (MWB)	☐ Disadvantaged Business Enterprise (DBE) ☐ Airport Concessions Disadvantaged Business Enterprise ☐ Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE	
EEO Officer (name): <u>Andrew J. Littlefair</u>	Phone Number: <u>(949) 437-1000</u>
EEO Officer's Title: <u>President & CEO</u>	Email: <u>barbara.johnson@cleanenergyfuels.com</u>

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☒. If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein.
The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature Robert M. Vreeland

Date October 4, 2022

Print Name Robert M. Vreeland

Title Chief Financial Officer

For LAWA use only:	
Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____
Phone No: _____	
SAP Action (send the form to FAMIS Support Desk): ☐ Create ☐ Change ☐ Block ☐ Delete ☐ New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Form VIF 03/26/19

EXHIBIT B



CITY OF LOS ANGELES

Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

4675 MACARTHUR COURT SUITE #800
NEWPORT BEACH, CA 92660-1895



*****ALL FOR AADC 926 68
CLEAN ENERGY 16437
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

EXHIBIT B

THIS CERTIFICATE • POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED: 5/13/2019 STARTED	STATUS
0000751740-0001-8	L049	Professions / Occupations	1/1/2010	Active

CLEAN ENERGY
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED TO
4675 MACARTHUR COURT SUITE #800
NEWPORT BEACH, CA 92660-1895

ISSUED BY:
Clara Bantel
DIRECTOR OF FINANCE

No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner.

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200
IMPORTANT - READ REVERSE SIDE

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City/Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
58912	Los Angeles General Services Department	Kevin Thornton (213) 485-7567	9/1/2008	8/31/2009	LNG Fuel Supply deliveries	\$65,000,000
DA-4125	Los Angeles World Airports	David Waldner (310) 646-3263	9/7/2006	9/6/2009	LAWA purchases LNG from Clean Energy for its use at its private LCNG fueling station at LAX.	\$4,500,000
DA-4101	Los Angeles World Airports	David Waldner (310) 646-3263	6/6/2006	7/1/2011	LAWA purchases CNG from Clean Energy at Clean Energy's public access CNG station located at 10400 Aviation Blvd.	\$2,400,000
DA-3705	Los Angeles World Airports	David Waldner (310) 646-3263	6/24/2002	7/1/2006	LAWA purchases CNG from Clean Energy at Clean Energy's public access CNG station located at 10400 Aviation Blvd.	\$820,000
DA-4358	Los Angeles World Airports	David Waldner (310) 646-3263	9/5/2009	9/6/2012	LAWA purchases LNG from Clean Energy for its use at its private LCNG fueling station at LAX.	\$3,600,000
DA-4637	Los Angeles World Airports	Russell Lewis (424) 646-7900	7/22/2011	7/21/2012	LAWA purchases CNG from Clean Energy at Clean Energy's public access CNG station located at 10400 Aviation Blvd.	\$2,618,000
59455	City of Los Angeles	Kevin Thornton (213) 485-7567	12/4/2012	11/30/2017	LAWA purchases LNG from Clean Energy for its use at its private LCNG fueling station at LAX.	\$20,000,000
DA-4806	Los Angeles World Airports	Kevin Harris (424) 646-7900	5/15/2013	5/14/2016	LAWA purchases LNG from Clean Energy for its use at its private LCNG fueling station at LAX.	\$1,070,430
DA-5118	Los Angeles World Airports	Julio Gonzalez (424) 646-7392	1/11/2017	1/10/2020	Supply and Delivery of Compressed Natural Gas for Los Angeles World Airports	\$4,522,880
DA-5399	Los Angeles World Airports	Julio Gonzalez (424) 646-7392	11/26/2019	11/25/2022	Supply and Delivery of Compressed Natural Gas for Los Angeles World Airports	\$5,250,000

Bidder Contributions

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): 25204 Date Bid Submitted: October 4, 2022

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Scope of Work for the Purchase of CNG Fuel at LAX

Awarding Authority (Department awarding the contract): Los Angeles World Airports (LAWA)

Bidder Name: Clean Energy

Bidder Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Bidder Email Address: chad.lindholm@cleanenergyfuels.com Bidder Phone Number: (949) 437-1000

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes



No



2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes



No



3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 3

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Robert M. Vreeland

Name

Chief Financial Officer

Title

Robert M. Vreeland

Signature

October 4, 2022

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Andrew J. Littlefair Title: President & CEO
Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Name: Mitchell W. Pratt Title: COO & Corporate Secretary
Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Name: Robert M. Vreeland Title: Chief Financial Officer
Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Name: Barclay F. Corbus Title: Sr. VP, Strategic Development
Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

FORM
55**Prohibited Contributors
(Bidders)**Los Angeles City
ETHICS COMMISSION**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsive, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Scope of Work for the Purchase of CNG Fuel at LAX

B. BIDDER/CONTRACTOR INFORMATION:

<u>Clean Energy</u>			
Legal Name		DBA	
<u>4675 MacArthur Court, Suite 800, Newport Beach, CA 92660</u>			
Street Address	City	State	Zip
<u>Bryce Madsen, Account Manager</u>	<u>(949) 437-1269</u>	<u>(949) 724-1397</u>	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. Please complete all questions and sign Attachment A.
- ☒ A copy of the initial CRP Questionnaire dated 1 / 11 / 16 . Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

<u>Robert M. Vreeland, Chief Financial Officer</u>	<u>Robert M. Vreeland</u>	<u>October 4, 2022</u>
Print Name, Title	Signature	Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Supply and Delivery of CNG Fuel at LAX

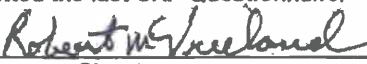
B. BIDDER/CONTRACTOR INFORMATION:

Clean Energy		DBA	
Legal Name			
4675 MacArthur Court, Suite 800	Newport Beach	CA	92660
Street Address	City	State	Zip
Derek Turbide, Regional Vice President	(949) 437-1000	(949) 724-1397	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. Please complete all questions and sign Attachment A.
- ☒ A copy of the initial CRP Questionnaire dated 5/5/15. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Robert M. Vreeland, Chief Financial Officer		January 11, 2016
Print Name, Title	Signature	Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

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All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Supply and Delivery of CNG Fuel at LAX

B. BIDDER/CONTRACTOR INFORMATION:

Clean Energy

Legal Name	DBA		
4675 MacArthur Court, Suite 800	Newport Beach	CA	92660
Street Address	City	State	Zip
Derek Turbide, Regional Vice President	(949) 437-1000	(949) 724-1397	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

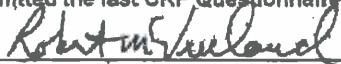
☐ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.

☒ An update of a prior CRP Questionnaire dated 2 / 28 / 12. Please complete all questions and sign Attachment A.

☐ A copy of the initial CRP Questionnaire dated ____/____/____. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Robert M. Vreeland, Chief Financial Officer
Print Name, Title


Signature

May 5, 2015
Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If Yes, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If Yes, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If Yes, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

Over the past 10 years, based on our extensive network of fueling stations, we have provided similar services to hundreds of customers. We are eligible to bid on governmental contracts and have a proven track record. Since 2002 to the present, we have provided CNG fuel to LAWA. Due to the extensive list of customers and confidentiality concerns, we have included a partial list of our customers.

PROJECT NAME, LOCATION AND AWARDING ENTITY	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTACT PERSON	ESTIMATED COST OF BIDDER'S WORK	ESTIMATED COMPLETION
Enterprise Rent-A-Car Company of Los Angeles, LLC Contract #: CNG Fuel Price Agreement	CNG Fuel Supply	Bill Bettison 17210 S. Main Street Gardena, CA 90248 (310) 851-3499	Based on customer usage	7/30/14 - 7/30/16
Los Angeles World Airports Contract #: DA-4721	CNG Fuel Supply	David Waldner 1 World Way Los Angeles, CA 90009 (424) 646-7900	\$6,058,752	5/31/12 - 5/31/15
Los Angeles World Airports Contract #: DA-4637	CNG Fuel Supply	Russell Lewis 1 World Way Los Angeles, CA 90009 (424) 646-7900	\$2,618,000	7/22/11 - 7/22/12
Dillon Transport, Inc. Contract #: CNG Fuel Price Agreement	CNG Fuel Supply	Jeff Dillon 16W281 83rd Street, Suite C Burr Ridge, IL 60527 (630) 281-7093	Based on customer usage	10/6/14 - 10/5/17
Bimbo Bakeries USA Contract #: CNG Fuel Price Agreement	CNG Fuel Supply	Gary Maressa 255 Business Center Drive Horsham, PA 19044 (800) 984-0989	Based on customer usage	8/1/14 - 7/31/21
Clean Rentals, Inc. Contract #: CNG Fuel Price Agreement	CNG Fuel Supply	Mark Bodzioch 355 Church Street New Bedford, MA 02745 (508) 985-4000	Based on customer usage	8/4/14 - 8/4/15
Cardenas Markets, Inc. Contract #: CNG Fuel Price Agreement	CNG Fuel Supply	Steve Vallance 2501 Guasti Road Ontario, CA 91760 (909) 923-7426	Based on customer usage	4/1/14 - 3/31/17

15. Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please check *ONE* of the options below.

OPTION #1:

Is your firm identified on the list entitled, "Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act of 2010"?

☐ Yes ☒ No

OPTION #2:

If your firm is identified on the aforementioned list, have you obtained an exemption?

☐ Yes ☐ No

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Robert M. Vreeland, Chief Financial Officer
Print Name, Title


Signature

May 5, 2015
Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Clean Energy, 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660 (949) 437-1000

Company Name, Address and Phone Number



Signature of Officer or Authorized Representative

January 11, 2016

Date

Robert M. Vreeland, Chief Financial Officer

Print Name and Title of Officer or Authorized Representative

CRP Pledge

EXHIBIT B

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Robert M. Vreeland, Chief Financial Officer
Print Name, Title

Signature



October 4, 2022
Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Clean Energy, 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660 (949) 437-1000
Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

October 4, 2022
Date

Robert M. Vreeland, Chief Financial Officer
Print Name and Title of Officer or Authorized Representative

Scope of Work for the Purchase of CNG Fuel at LAX
Project Title

Iran Contracting Compliance Affidavit

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Clean Energy		BTRC (or n/a) 0000751740-0001-8
By (Authorized Signature) 		
Print Name and Title of Person Signing Robert M. Vreeland, Chief Financial Officer		
Date Executed 10/4/2022	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

Equal Benefits Ordinance

LAWA EBO COMPLIANCE

FOR LAWA CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Clean Energy

Company Address: 4675 MacArthur Court, Suite 800

City: Newport Beach State: CA Zip: 92660

Contact Person: Barbara Johnson Phone: (949) 437-1000 E-mail: barbara.johnson@cleanenergyfuels.com

Approximate Number of Employees in the United States: 447

Approximate Number of Employees in the City of Los Angeles: 5

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Clean Energy will comply with the Equal Benefits Ordinance requirements
Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 4th day of October, in the year 2022, at Newport Beach, CA
(City) (State)

Robert M. Vreeland
Signature

Robert M. Vreeland

Name of Signatory (please print)

Chief Financial Officer

Title

4675 MacArthur Court, Suite 800

Mailing Address

Newport Beach, CA 92660

City, State, Zip Code

95-4603747

EIN/TIN

Insurance



RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

NAME: CLEAN ENERGY
AGREEMENT/ACTIVITY: Contract / Supply and Deliver Compressed Natural Gas (CNG) Fuel at LAX
LAWA DIVISION: FMUG – Maintenance Division (LAX and VNY)
WIZARD FILE NO.: 10185

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

	<u>LIMITS</u>
(X) Workers' Compensation (Statutory)/Employer's Liability () Voluntary Compensation Endorsement (X) Waiver of Subrogation	<u>Statutory</u>
(X) Automobile Liability - covering owned, non-owned & hired auto	<u>\$1,000,000 CLS</u>
(X) Commercial General Liability - including the following coverage: (X) Premises and Operations (X) Contractual (Blanket/Schedule) (X) Independent Contractors (X) Personal Injury (X) Damage to Premises Rented to You (minimum \$1 million each occurrence) (X) Products /Completed Operations (X) Additional Insured Endorsement, specifically naming LAWA (Please see attached supplement).	<u>\$1,000,000</u>
(X) Coverage for Hazardous Substances *** If exposure exists; must meet contractual requirements	<u>***\$\$\$</u>

*******RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE*******
SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG

04/2022



CLEAENE-05

LLETTIERI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

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

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

PRODUCER License # 0757776

HUB International Insurance Services Inc.
4695 MacArthur Court
Suite 600
Newport Beach, CA 92660

CONTACT NAME: Kimberly Shippey

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: kimberly.shippey@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B: Pacific Indemnity Company

20346

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Clean Energy, a California corporation
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					1,000,000
	CLAIMS-MADE X OCCUR	X X	3581-68-98	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000
						MED EXP (Any one person) \$ 1,000,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT X LOC					
	OTHER					
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
X	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS	X X	7352-19-89	11/30/2021	11/30/2022	BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$ 15,000,000
	EXCESS LIAB CLAIMS-MADE		7986-07-91	11/30/2021	11/30/2022	AGGREGATE \$ 15,000,000
	DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X 7173-64-18	11/30/2021	11/30/2022	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				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

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

Re: Contract/ Supply and Deliver CNG fuel

The City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners, and all of its officers, employees, and agents, their successors and assigns are included as additional insured as respects general liability and auto liability, as required by written contract, and is primary and non-contributory, subject to the the terms and conditions of the policy and attached forms. Separation of Insured applies. Waiver of subrogation applies as respects general liability, auto liability and workers compensation per the attached forms. Excess Liability is following form. 30 day notice of cancellation, except 10 days for non-payment.

CERTIFICATE HOLDER

Los Angeles World Airports
P. O. Box 92216
Los Angeles, CA 90009

CANCELLATION

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

CHUBB

Liability Insurance

Endorsement

Policy Period NOVEMBER 30 2021 TO NOVEMBER 30 2022

Policy Number 3581-68-98DAL

Insured CLEAN ENERGY A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Who Is An Insured

Designated Persons Or Organizations

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

Designated Insured

"ANY PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT SPECIFIED UNDER WRITTEN CONTRACT, AGREEMENT OR PERMIT SIGNED PRIOR TO THE DATE OF AN OCCURRENCE COVERED BY THIS POLICY."

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance**Endorsement**

Policy Period NOVEMBER 30, 2021 TO NOVEMBER 30, 2022
Effective Date NOVEMBER 30, 2021
Policy Number 3581-68-98 DAL
Insured CLEAN ENERGY, A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY
Date Issued DECEMBER 14, 2021

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Who Is An Insured**Designated Persons Or Organizations**

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

Designated Insured

LOS ANGELES WORLD AIRPORTS

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB

Liability Insurance

Endorsement

<i>Policy Period</i>	NOVEMBER 30 2021 TO NOVEMBER 30 2022
<i>Policy Number</i>	3581-68-98
<i>Insured</i>	CLEANENERGY ACA CORPORATION
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

**GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS**

Conditions

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

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

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

Schedule

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

CHUBB

Liability Insurance

Endorsement

Policy Period NOVEMBER 30 2021 to NOVEMBER 30 2022

Policy Number 3581-68-98

Insured CLEAN ENERGY A CA CORPORATION

Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Conditions

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

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

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

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

Conditions

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

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

This condition does not apply to medical expenses.

All other terms and conditions remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

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

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

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

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

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

B. Employees as Insureds

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

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

borrow in your business or your personal affairs.

C. Lessors as Insureds

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

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

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

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

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

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

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

3. FELLOW EMPLOYEE COVERAGE

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

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

5. AUTO LOAN/LEASE GAP COVERAGE

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

c. Unpaid Loan or Lease Amounts

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

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

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

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

6. RENTAL AGENCY EXPENSE

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

d. Rental Expense

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

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

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

7. EXTRA EXPENSE - BROADENED COVERAGE

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

e. Recovery Expense

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

8. AIRBAG COVERAGE

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

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

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

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

10. GLASS REPAIR-WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:

- (1) You or your authorized representative, if you are an individual;
- (2) A partner, or any authorized representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

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

Notice to us should include:

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

13. WAIVER OF SUBROGATION

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

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

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

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

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

15. AUTOS RENTED BY EMPLOYEES

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

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

16. HIRED AUTO - COVERAGE TERRITORY

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

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

17. RESULTANT MENTAL ANGUISH COVERAGE

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

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

POLICY NUMBER: 7352-19-89

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Named Insured: CLEAN ENERGY, A CA CORPORATION

SCHEDULE

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

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

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

The following is added to Item 5. - "Other Insurance" of Item B. - "General Conditions" under Section IV - "Business Auto Conditions":

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**WC124
(4-84)**

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective on **11/30/2021** at **12:01 A. M.** standard time, forms a part of
(DATE)

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

Issued to **Clean Energy, a California corporation**

Endorsement No. **01**

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

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

Schedule

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

Municipal Lobbying Ordinance

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) 25204	Awarding Authority (Department awarding the contract) Los Angeles World Airports (LAWA)
Bidder Name Clean Energy	
Address 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660	
Email Address chad.lindholm@cleanenergyfuels.com	Phone Number (949) 437-1000

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Robert M. Vreeland

Name

Robert M. Vreeland

Signature

Chief Financial Officer

Title

October 4, 2022

Date

Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer of the Department of Airport (hereinafter referred to as "Chief Executive Officer") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specific coverages shall be filed with City prior to commencement of this contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Chief Executive Officer, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Chief Executive Officer deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

City Held Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent,

EXHIBIT B

copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Hazardous and Other Regulated Substances

(a) Contractor's performance under this Contract and/or occupancy or use of any LAWA property shall be in full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances"). Said hazardous substances shall include, but shall not be limited to, mold, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of Contractor's noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, contamination, leak, discharge or improper storage affecting LAWA property caused or contributed to by Contractor or its employees, servants, agents, contractors or subcontractors, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground to the satisfaction of Chief Executive Officer. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(d) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

We have read and agree with these requirements

EXHIBIT B

Affirmative Action

We have read and agree with these requirements

AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Los Angeles Administrative Code Section 10.8 to 10.8.4

Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to contract only with those contractors that comply with the non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving non-discrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Practices Program.

SECTION HISTORY

Based on Ord. No. 132,533, Eff. 7-25-66.

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1. Definitions.

Except for Section 10.8.2.1, the following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

"Contract" means any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any Awarding Authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention, as determined by the DAA, are exempt.

"Contractor" means any person, firm, corporation, partnership or any combination thereof, who enters into a contract with any Awarding Authority of the City of Los Angeles.

"Designated Administrative Agency (DAA)" means the Department of Public Works, Office of Contract Compliance created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code. That office is also known as the Department of Public Works, Bureau of Contract Administration.

"Domestic Partners" means, for purposes of this article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Minority" is defined to mean "minority person" as the phrase is defined in Subsection (f) of Section 2000 of the California Public Contract Code, as amended from time to time.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof, who enters into a contract with a Contractor to perform or provide a portion or part of any Contract with the City.

SECTION HISTORY

We have read and agree with these requirements

Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4 and 10.13 of this Code applies to all Construction Contracts of \$25,000 or more and all non-Construction Contracts of \$25,000 or more.

SECTION HISTORY

Added by Ord. No. 173,186, Eff. 5-22-00.

Amended by: In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every Contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the Contractor in the performance of such Contract not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Title and Sec., Ord. No. 172,910, Eff. 1-9-00; Title and Section, Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if

We have read and agree with these requirements

applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds \$25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration.

(8) **Domestic Partner** means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) **Equal Benefits Requirements.**

We have read and agree with these requirements

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits;
or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

We have read and agree with these requirements

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(g) Administration.

We have read and agree with these requirements

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

We have read and agree with these requirements

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

We have read and agree with these requirements

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) **Consistency with Federal or State Law.** The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) **Severability.** If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

SECTION HISTORY

Added by Ord. No. 172,908, Eff. 1-9-00.

Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04; Subsecs. (b)(5) and (g)(2), Ord. No. 184,294, Eff. 6-27-16.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

We have read and agree with these requirements

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to

We have read and agree with these requirements

obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the

We have read and agree with these requirements

Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

We have read and agree with these requirements

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

We have read and agree with these requirements

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
- 2. Classroom preparation for the job when not apprenticeable;
- 3. Pre-apprenticeship education and preparation;
- 4. Upgrading training and opportunities;
- 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

We have read and agree with these requirements

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

We have read and agree with these requirements

EXHIBIT B

Assignment of Anti-Trust Claims

We have read and agree with these requirements

ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

Child Support Obligations

We have read and agree with these requirements

CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

We have read and agree with these requirements

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff.2-13-99.

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

"CARB" shall mean the California Air Resources Board.

"Covered Vehicle" is defined in Section II below.

"Compliance Plan" is defined in subsection VII.C. below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

II. Covered Vehicles.

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

III. Maximum Allowable Vehicle Age Requirement. In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

IV. Compliance Schedule.

A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.

B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

V. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

VI. Annual Reporting Requirement.

A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.

B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.

C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

VII. Enforcement.

A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:

- i) Failure to submit an annual report pursuant to Section VI above.
- ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
 - iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.
- B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.
- C. Compliance Plan.**
- i) Operators shall transition to compliant vehicles as soon as practicable.
 - ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
 - iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
 - iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.
- D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.
- IX. Periodic Review.** This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

EXHIBIT B



NOTICE: IMPORTANT INVOICING INSTRUCTIONS

Los Angeles World Airports

Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and services, must be mailed to:

LAX and Van Nuys Airport Invoices

**Los Angeles World Airports
Attn: Accounts Payable
PO BOX 92882
Los Angeles, CA 90009**

or email to AccountsPayable-Invoices@lawa.org

2. All invoices **MUST** have the following **SIX** elements: 1) the **Purchase Order Number**; 2) the **LAWA division name**; 3) the name of the **LAWA employee ordering materials and/or services**; 4) **invoice number**; 5) **remittance address**; and 6) **discount or payment terms**.

Note:

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- **LAWA's Purchase Order Number is a ten-digit number that begins with '45'.**

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWAW's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.**
6. Other important invoice instructions and **requirements**:
 - **FREIGHT CHARGES**: Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in **excess of \$75**.
 - **TAXES**: **Sales taxes** must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
 - **TIME SHEETS**: Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
 - **Other documents to support invoice charges**
 - **INVOICE CERTIFICATION**: Invoice certification by a company officer (i.e., as stated per contract)
 - **CREDIT MEMOS**: The original invoice number must appear on any credit memo.

NOTE: Your firm must be in full compliance with **ALL** Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.

If you have questions regarding the Invoice Instructions, please contact your LAWAW Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys).



*Los Angeles
World Airports*

Los Angeles World Airports Vendors:

Subject: ELECTRONIC FUNDS TRANSFER (EFT)

The Los Angeles World Airports (LAWA) is offering to pay vendors using electronic funds transfers (EFT) as an alternative to paying by checks.

EFT offers several advantages over regular paper checks:

- Payments are secure. EFTs are directly deposited to your bank account and unlike mailed checks, cannot be lost or stolen.
- EFTs are quicker. The EFT will be deposited in your account 2 days after the issuance of payment.
- You save time by not having to deposit the check and then wait for the check to clear. The money is available for your use immediately.

To participate, please complete the enclosed "Vendor Setup Request Form for EFT" and mail to:

Los Angeles World Airports
Financial Management Systems
Division 6053 W. Century
Blvd., Suite 601
Los Angeles, CA 90045

Please complete all information in both the Vendor Information and Bank/Financial Institution Information sections. Please ask your banking institution for assistance in answering any questions you may have about these sections. We ask that you submit these forms to the above address within 30 days of this letter. If your completed forms are not received by this date, your participation in the EFT payment process may be delayed to a later date.

REQUIRED DOCUMENTS:

To enroll for EFT payments, we must have at least one of the following required documents:

- Deposits to a checking account include a blank check with word "VOID" written across it; or
- A bank letter with an authorized signature from their banking representative.
- Deposits to a savings account must include a pre-printed deposit slip for the account.



EXHIBIT C

We will verify all information with your bank once we receive a completed application plus one of the required documents stated. If there are problems during the verification process, a LAWA representative may contact you for further information.

All data relevant to EFTs submitted for payment processing will be electronically transmitted to your bank, payments for more than one invoice may be consolidated. If you sign up for EFT payment processing, we will send your remittance advice by email at the address provided in the request form.

You will receive a notification on the actual date of EFT activation.

For any questions, please send an email to acctgops-achremittance@lawa.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tatiana'.

Tatiana Starostina
Deputy Executive Director - Chief Financial Officer

TS:RV

Attachment

cc:Reinita Villamor

LOS ANGELES WORLD AIRPORTS (LAWA)

For FAMIS Div. Use Only
Verified ☐ Yes ☐ No
Name _____
Date _____

VENDOR SETUP REQUEST FORM FOR AUTOMATED CLEARING HOUSE (ACH) PAYMENT

INSTRUCTIONS:

This form is to request electronic payments in lieu of regular paper checks. Through the Automated Clearing House (ACH), LAWA directly credits your bank account. ACH payments are secure, quicker to receive, and immediately available. Vendors who sign up for ACH payments will receive a remittance advice by email.

To request for ACH payment, please complete the form below, gather the required **ORIGINAL** documentation, and submit to the Financial Management Systems Division at 6053 W. Century Blvd., Suite 601, Los Angeles, CA 90045.

Form needs to be NOTARIZED (no exception) on page 2.

LAWA DIVISION INFORMATION:

Name of LAWA Division you do business with _____

LAWA Division Contact (**REQUIRED**) _____ Division Contact Phone Number _____

VENDOR IDENTIFICATION:

Vendor Name _____

Alias/DBA Name _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Contact Phone Number _____

Los Angeles World Airports Vendor Number (**REQUIRED**) _____ (e.g. 1xxxxx)

TIN/EIN/SSN _____

City Business Tax Registration Certificate (BTRC) Number* _____

**BTRC number is obtained through Office of Finance for persons or entities that engage in business within the City of Los Angeles. For any questions about your BTRC number or if you need a BTRC, please call the Office of Finance at 888-663-4411.*

BANK ACCOUNT INFORMATION:

Bank Account No. _____ Type (Checking or Savings) _____

ABA (Routing) No. _____
(Must have 9 digits)

Bank Name _____

Bank Address _____

City _____ State _____ Zip _____

REQUIRED ORIGINAL DOCUMENTATION:

To enroll for ACH payments, please complete this form and include the following **required original documentation**:

- Deposits to a checking account must include a blank check with the word "VOID" written across it; or
- A bank letter with an authorized signature from their banking representative
- Deposits to a savings account must include a pre-printed deposit slip for the account

ACH EMAIL NOTIFICATION: Please provide an email address for remittance advice notification. You will receive an email notification when funds are transmitted to your financial institution.

Required Email Address: _____

EXHIBIT C

ACH-VENDOR AGREEMENT:

LAWA is authorized to initiate automatic credits to the account and financial institution listed herein. I also authorize LAWA to process ACH reversals in accordance with the National Automated Clearinghouse Association (NACHA) rules in the event a credit entry is made in error.

LAWA will not be held responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or my financial institution or due to an error on the part of my financial institution in depositing funds to my account. I confirm that I have contacted my financial institution and that the information supplied herein is the correct information to receive ACH credits to my account.

This agreement will remain in effect until LAWA receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form in such time as to afford LAWA a reasonable opportunity to act upon it.

AUTHORIZED SIGNATURE _____ DATE SIGNED _____

Note: Must be an authorized Principal signatory

I hereby certify that I am authorized to sign this agreement on behalf of _____
(Vendor Name)

PRINT NAME _____ Phone Number _____

NOTARIZED CERTIFICATION:

State of _____

County of _____

On _____ before me, _____
(Insert Name of Notary Public and Title)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT C

**CONTRACT BETWEEN
THE CITY OF LOS ANGELES AND
U.S. VENTURE FOR
THE SUPPLY OF COMPRESSED NATURAL GAS
FOR LOS ANGELES WORLD AIRPORTS**

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EXHIBITS

- A Scope of Work
- B Administrative Documents:
 - Vendor Identification
 - Form 55
 - Contractor Responsibility Questionnaire and Pledge
 - Iran Contracting Act Compliance Affidavit
 - Equal Benefits Ordinance Compliance Affidavit
 - Insurance Requirements and City Held Harmless, Hazardous Substances
 - Form 50
 - Alternative Fuel Vehicle Program
- C Invoicing Instruction and Vendor Setup for Auto Payment

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
U.S. VENTURE FOR THE SUPPLY OF COMPRESSED NATURAL GAS FOR LOS
ANGELES WORLD AIRPORTS**

THIS CONTRACT, made and entered into this ____ of _____ 2023, (“Effective Date”), by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City"), a municipal corporation and charter city, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") and its City Council, and **U.S. VENTURE, INC.**, a Wisconsin corporation with its principal place of business located in Appleton, Wisconsin (hereinafter referred to as "Vendor").

WHEREAS, the City and Vendor are parties to a contract pursuant to which Vendor supplies compressed natural gas ("CNG") fuel to the City for use at Los Angeles International Airport ("LAX"); and

WHEREAS, the parties seek to enter into a new contract on, in essence, similar terms; and

WHEREAS, the Board has now authorized the purchase of the CNG fuel and services as set forth in this Contract.

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Section 1.0 Scope of Work.

1.1 Vendor agrees to provide compressed natural gas to meet the requirements of Los Angeles World Airports and to perform the services set forth in and pursuant to the Scope of Work and the other terms of this Contract. A copy of the Scope of Work is attached hereto as Exhibit A.

Section 2.0 Statutory, Administrative and Other Requirements.

2.1 It is understood and agreed that the Statutory Administrative and Other Requirements-related documents is attached hereto as Exhibit B are incorporated herein and made a part of this Contract.

Section 3.0 Term of Contract.

3.1 The term of this Contract shall commence on _____ (“Commencement Date”) and shall expire no later than three (3) years thereafter, subject, however, to earlier termination pursuant to the terms of this Contract.

3.2 In addition to termination rights set forth elsewhere in this Contract, LAWA/CEO may terminate this Contract, with or without cause and without liability for

damages of any kind, upon Vendor thirty (30) day advance written notice or as otherwise provided herein.

Section 4.0 Vendor's Fee and Payment; Vendor's Payments.

4.1 For all fuel and services provided, including but not limited to data integration and the provision of fuel cards, for all costs, direct or indirect, and for all expenses incurred by Vendor pursuant to this Contract, City shall pay Vendor as per the terms of this Contract. In no event shall the amount payable under this Contract exceed the sum of Three Million Dollars (\$3,000,000) over a three (3) year term.

4.2 Fees.

- a. The Compression Fee shall be \$0.8900 per GGE.
- b. The percentage discount above 85,000 GGE per month will be 100% (i.e., above 85,000 GGE per month LAWA's compression fee will be \$0.00 per GGE).

After provision of fuel and services, Vendor shall submit to City requests for payment of the amount due after pursuant to the City's Invoice Instructions. Vendor shall submit invoices to LAWA in accordance with the Invoice Instructions and sample Vendor Setup Request forms attached hereto collectively as Exhibit C. After receipt and City's satisfaction with the fuel and/or services, City shall pay Vendor as per the terms of this Contract.

4.3. The Compression Fee price shall be fixed and remain unchanged.

4.4 Vendor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with Section 3082) of the Civil Code of the State of California, and Vendor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

4.5 Vendor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Vendor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Vendors or subcontractor to a subcontractor, the Vendor subcontractor may withhold no more than 150% of the disputed amount. Vendor shall include this provision in all subcontracts.

Section 5.0 Insurance.

5.1 Vendor procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified in the Insurance documents included in Exhibit B. The specified insurance shall also, either by provisions in the policies, by LAWA's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's

officers, employees, and agents, their successors and assigns, as additional insured's, against the areas of risk described in the Insurance documents included in Exhibit B, hereof with respect to Vendor's acts or omissions arising from or relating to this Contract.

5.2 Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability", and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Vendor with the City of Los Angeles."

5.3 All such insurance shall be primary and noncontributing with any other insurance held by the Department where liability arises out of or results from the acts or omissions of Vendor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Vendor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer based upon the nature of Vendor's operations and the type of insurance involved.

5.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department, Board and all of City's officers, employees, and agents, their successors and assigns, as insured's is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Vendor in Vendor's operations at Airport. In the event Vendor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Vendor, and Vendor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of the invoice date.

5.5 At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Vendor shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

5.6 Vendor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in §§11.47 through 11.56 of City's Administrative Code prior to the Effective Date of this Contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance

carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

5.7 City and Vendor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the Chief Executive Officer who may, thereafter, require Vendor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Chief Executive Officer deems to be adequate.

Section 6.0 City Held Harmless.

6.1 To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Vendor and/or Vendor's agents or employees) by reason of injury to, or death of, any person(s) (including Vendor or and/or Vendor's agents or employees), or for damage to, or destruction of, any property (including property of Vendor and/or Vendor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Vendor's performance of the Contract whether or not contributed to be any act or omission of City, or any of the City's Boards, officers, agents or employees.

6.2 In addition, Vendor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Vendor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Vendor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

6.3 In Vendor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, §§271, 272 and 273 thereof.

6.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

Section 7.0 Hazardous and Other Regulated Substances.

7.1 Vendor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, compressed natural gas.

7.2 If the CNG provided by Vendor contains hazardous substances shown on the list prepared by Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6396, a Material Safety Data Sheet (MSDS) prepared in compliance with Title 8, California Administration Code 5194, shall be provided by Vendor to LAWA.

7.3 Vendor agrees that any damages, penalties or fines levied on City and/or Vendor as a result of noncompliance with any of the above shall be the sole responsibility of Vendor and, further, that Vendor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City incurs, or pays, as a result of noncompliance with the above.

Section 8.0 Assignment or Transfer Prohibited.

8.1 Vendor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of the Chief Executive Officer.

8.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Vendor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Vendor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Vendor; (iii) the dissolution by any means of Vendor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Vendor without the written consent of the Chief Executive Officer is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 9.0 Independent Contractor.

9.1 It is the express intention of the parties that Vendor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Vendor and City, or between Vendor and any official, agent, or employee of City. Both parties acknowledge that Vendor is not an employee of City.

9.2 Vendor shall retain the right to provide CNG to others during the term of this Contract.

Section 10.0 Compliance with Applicable Laws.

10.1 Vendor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans with Disabilities Act of 1990. Vendor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Vendor's noncompliance with such enactments. Further, Vendor agrees to cooperate fully with City in its efforts to comply with the Americans with Disability Act of 1990 and any amendments thereto, or successor statutes.

Section 11.0 Default and Right of Termination.

11.1 In the event Vendor fails to abide by the terms, covenants and conditions of this Contract, LAWA/CEO shall give Vendor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Vendor a ten (10) day written notice.

11.2 Notwithstanding anything herein to the contrary, LAWA has the right to terminate this Contract, with or without cause, and without liability for damages of any kind, upon thirty (30) days advance written notice to the Vendor.

Section 12.0 Disabled Access.

12.1 As directly related to Vendor's responsibilities with regard to this Contract, Vendor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Vendor. Vendor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Vendor's noncompliance. Further, Vendor agrees to cooperate fully with City in its efforts to comply with the Americans with Disability Act of 1990 and any amendments thereto, or successor statutes.

12.2 Should Vendor fail to comply with this Section, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Vendor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 13.0 Safety Requirement.

Vendor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all CNG provided under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of Vendor's failure to comply with the Act and the standards issued thereunder and for the failure of the CNG provided to so comply.

Section 14.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

14.1 During the term of this Contract, Vendor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Vendor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Vendor shall comply with the affirmative action requirements of Los Angeles Administrative Code §§10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

14.2 During the performance of this Contract, Vendor agrees to comply with §10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to §§10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Vendor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Vendor. Upon a finding duly made that Vendor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

14.3 During the performance of this Contract, Vendor agrees to comply with §10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to §§10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Vendor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall

be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Vendor. Upon a finding duly made that Vendor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

14.4 All subcontracts awarded under this Contract shall contain similar provisions and Vendor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to City.

14.5 Vendor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

Section 15.0 Business Tax Registration.

15.1 Vendor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, §21.00 and following, of City's Municipal Code).

15.2 Vendor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 16.0 Child Support Orders.

16.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Vendor (and any subcontractor of Vendor providing services to City under this Contract) shall: (1) fully comply with all State and Federal employment reporting requirements for Vendor's, or Vendor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Vendor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

16.2 Pursuant to §1010(b) of the Los Angeles Administrative Code, failure of Vendor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Vendor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Vendor by City (in lieu of any

time for cure provided elsewhere in this Contract).

Section 17.0 Contractor Responsibility Program.

17.0 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness, and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be responsible contractors.

17.1 Vendor's completed Contractor Responsibility Program Questionnaire and Pledge of Compliance are contained in Exhibit B. Vendor is also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 18.0 Equal Benefits Ordinance (EBO).

18.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO §10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

18.2 During the term of this Contract, Vendor certifies and represents that the Vendor will comply with the EBO. Furthermore, Vendor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term of a Contract with the City of Los Angeles, the Vendor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847- 6480.”

Section 19.0 Assignment of Anti-Trust Claims.

Pursuant to California Government Code Section §4550, et seq., regarding Anti- Trust Claims, Vendor offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to Vendor.

Section 20.0 Compliance with Los Angeles City Charter §470(C)(12).

The Vendor, Subcontractors, and their Principals are obligated to fully comply with City

of Los Angeles Charter §470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Vendor is required to provide and update certain information to the City as specified by law. Any Vendor subject to Charter §470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

“Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter §470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract. Pursuant to City Charter §470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to Vendor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Vendor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.”

Vendor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 21.0 Alternative Fuel Vehicle Requirement Program.

Vendor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program, if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are included in Exhibit B and made a material term of this Contract.

Section 22.0 Environmentally Favorable Operations.

If applicable, Vendor acknowledges for itself and any subcontractors that its operation of its activities under this Contract will be subject to all Department policies, guidelines and requirements regarding environmentally favorable construction use and/or operations practices (hereinafter collectively referred to as "LAWA Policies") as such LAWA Policies may be promulgated, revised and amended from time-to-time."

Section 23.0 Municipal Lobbying Ordinance.

Vendor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance (Los Angeles Municipal Code Section 48.01, et seq) throughout the term of this Contract.

Section 24.0 Iran Contracting Act of 2010.

Vendor has submitted an Iran Contracting Act of 2010 Compliance Affidavit (see Exhibit B). Vendor's Compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Contract.

Section 25.0 Notices.

25.1 Notice to City. Written notices to City hereunder, (with a copy to the City Attorney of the City of Los Angeles, Airport Division) shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Vendor.

25.2 Notice to Vendor. Written notices to Vendor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**U.S. Venture, Inc.
Attn: Legal Department
425 Better Way
Appleton, Wisconsin 54915**

or to such other address as Vendor may designate by written notice to City.

25.3 The execution of any notice by Chief Executive Officer of City's Department of Airports shall be effective as to Vendor as if said notice were executed by the Board, or by Resolution or Order of said Board, and Vendor shall not question the authority of the Chief Executive Officer to execute any such notice.

25.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Vendor in the other case, or may deposited in the United States mail, properly addressed as aforesaid, with postage fully prepaid, by certified or registered mail, return receipt requested. Personal service shall be effective at the time of service and service by mail. Notice to Vendor may also be given by email to: ChiefLegalOfficer@usventure.com.

Email notice to Vendor shall be effective on the next business day following transmission and shall be effective five (5) days after deposit in the mail.

Section 26.0 Miscellaneous.

26.1 This Contract, and every question arising hereunder, shall be construed, and determined, according to the laws of the State of California. The venue for any state court action shall be at the Torrance Branch of the Los Angeles County Superior Court.

26.2 It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26.3 In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

26.4 The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

26.5 The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

26.6 This Contract, the Exhibits attached hereto, and other materials referenced herein, contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

IN WITNESS WHEREOF, City has caused this Contract to be executed by the Chief Executive Officer of its Department of Airports and Vendor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____

By: _____
Deputy/Assistant City Attorney

Chief Executive Officer
Department of Airports

REVIEWED:

Date: _____

By: _____

Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST

U.S. VENTURE, INC.

By:  Digitally signed by Michael L. Koel
Date: 2023.05.08 09:00:14 -05'00'
Signature

By:  Digitally signed by Thomas E. Evans
Date: 2023.05.08 08:58:51 -05'00'
Signature

Michael L. Koel
Print Name

Thomas E. Evans
Print Name

President - U.S. Oil and U.S. Gain Divisions
Print Title

Secretary and Chief Legal Officer
Print Title



U.S. VENTURE SCOPE OF WORK TO PROVIDE COMPRESSED NATURAL GAS FOR FLEET OPERATED BY LOS ANGELES WORLD AIRPORTS

OVERVIEW

This Scope of work is for the supply of compressed natural gas (CNG) to support the parking lot shuttle, maintenance vehicle and passenger sedan fleet operated by Los Angeles World Airports (LAWA).

BACKGROUND

LAWA operates a fleet of approximately 392 alternate fuel vehicles that run on CNG. These vehicles perform a wide range of tasks including transporting guests from remote parking and terminal facilities as well as supporting LAWA staff in the performance of their duties. Work trucks and passenger sedans that are part of this fleet are utilized both on and off the airport and require flexible options to support the day-to-day operation. LAWA requires a vendor that has multiple locations to provide CNG on an uninterrupted basis.

OBJECTIVE

Secure a qualified Vendor to supply CNG to the fleet described above as well as to be a redundant source of CNG fuel to LAWA's remaining CNG vehicle fleet in the event that the other CNG vendor cannot provide the appropriate service.

REQUIREMENTS

Vendor shall operate the CNG fueling facility at the following location: 11144 S. La Cienega Boulevard, Inglewood, CA 90304.

The fueling facility must be capable of supplying CNG 24 hours-a-day, 7 days-a-week and 365/366 days per year.

The fueling facility must be equipped with a minimum of one (1) high volume dispenser (Sherex CT5000) nozzle or equal, for quick filling of LAWA vehicles which utilize this feature, and have additional standard dispensers rated 3,600 Pounds Per Square Inches (psi) available for fueling.

The fueling facility must operate redundant compressors and produce a minimum of 2,400 gasoline gallon equivalent (GGE) per day to meet the needs of LAWA. Facilities must meet this volume in addition to any other commitments the Vendor may have.

Vendor will be required to supply fueling cards that will be issued/managed by LAWA Fleet personnel to meet the needs of LAWA.

Vendor must have operational the fueling facility noted above at the time of contract award.

PERFORMANCE

Vendor is expected to provide CNG in accordance with this Scope of Work. Any deficiency shall be brought to the attention of the vendor for correction. If deficiencies are not corrected within a time frame established by the approved LAWA Maintenance Services Division (MSD) personnel, a Notice to Correct Unacceptable Service (NTCUS) will be issued. A NTCUS is formal written documentation of the vendor's lack of performance or non-performance for contracted work. If two (2) NTCUS' are issued to the Vendor within the contract, LAWA reserves the right to terminate the contract within ten (10) days after the vendor receives the second NTCUS.

FUEL DATA

Vendor shall provide fuel usage data on a monthly basis and consider options to support LAWA in providing live trackable fuel usage data.

RESPONSE TO SERVICE CALLS

Vendor shall have a maintenance technician on call 24 hours-per-day, 7 days-a-week and 365/366 days per year. Vendor's on-call maintenance technician shall have a two (2) hour maximum response time for emergency service calls on equipment malfunction. Vendor must make available an after-hours phone number that can be used for such notifications. A "voicemail" message service will not be accepted.

PRODUCT QUALIFICATIONS

The CNG provided must be California Air Resource Board (CARB) approved for use in on road highway vehicles. The CNG dispensed shall consist of not less than 80 molar percentage (MOL%) Renewable Natural Gas (bio methane). The bio methane component shall contain no less than 90 MOL% methane (CH₄) and meet gas delivery specifications outlined in California Public Utilities Commission Tariff Rule No. 30, Section I.

PRICE STRUCTURE

The cost of fuel is to be based on the Southern California Gas Company's (SoCal Gas) Monthly Replacement Tariff Rate Schedule, No. G-NGV located at <https://tariff.socalgas.com/regulatory/tariffs/tariffs-rates.shtml>. Vendor shall provide a copy of the applicable SoCal Gas Monthly Tariff Rate Schedule in each monthly invoice.

Cost of natural gas will be indexed to the Southern California Gas Company's Monthly Rate Schedule. Fuel costs are expected to fluctuate with the cost of feed stock indexed to the SoCal Gas Monthly Rate Schedule.

Calculating the Gasoline Gallon Equivalent (GGE) cost of CNG requires the use of British thermal units (BTU). The SoCal Gas Monthly Rate Schedule report is based on Therm units (one Therm= 100,000 BTU's). Gasoline is measured in gallons; one standard gallon of gasoline is rated at 125,000 BTU's.

To calculate the GGE cost of CNG to LAWA, multiply the Therm unit cost from the Monthly Rate Schedule No. G-NGV, G-NGU column, Uncompressed Commodity Charge row by 1.25. Refer

to the Southern California Gas Company, Schedule No. G-NGV for G-NGU Procurement Charge and G-NGU Transmission Charge rates. See link and sample calculation below:
https://tariff.socalgas.com/regulatory/tariffs/tm2/pdf/tariffs/GAS_G-SCHEDS_G-NGV.pdf

Example calculation CNG cost per GGE for the month of April 2023:

<i>G-NGU Procurement Charge:</i>	<i>43.120¢</i>
<i>G-NGU Transmission Charge:</i>	<i>30.844¢</i>
<i>Uncompressed Commodity Charge (UCC):</i>	<i>73.964¢</i>

Convert the UCC cost rate calculated in Therms to gallons by multiplying by 1.25

- 73.964¢ per Therm X 1.25 = 92.455¢ per GGE*

Add compression fee per GGE

- 92.455¢ or \$0.92 UCC per GGE + \$0.89 Compression Fee per GGE = \$1.81 per GGE*

Add applicable state taxes: \$0.0887 per GGE

- \$1.81 per GGE + \$0.09 = \$1.90 per GGE*

COMPRESSION FEE

The compression fee provided by the vendor should be in the form of per GGE equivalent and shall include all charges associated with the supply of CNG, including but not limited to: labor, delivery, supervision, materials, tools, insurance, profit, travel expenses, overhead, personnel, fees (not taxes), expendable supplies and all other related costs to perform the work described within this scope of work.

TAXES

Do not include any taxes in the price of compression fee. Taxes should be itemized separately on the monthly invoices. The applicable state tax rate per GGE is \$0.0887.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. **This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet"**. Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>

1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.cdtfa.ca.gov/services/permits-licenses.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due.

Business Tax Registration Certificate

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (844) 663-4411, Web: <http://finance.lacity.org>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>.

- **Out-of-state Vendors**

The State of California requires the City of Los Angeles (City) to withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms. The tax withholding rate is seven percent (7%) of payments subject to withholding.

If you are out-of-state vendor, please return one of the following forms to help the City clarify your nonresident tax withholding status:

- Form 590, Withholding Exemption Certificate, certifying exemption from the withholding requirement.
- Form 587, Nonresident Income Allocation Worksheet, which allocates the expected income under the City contract for work completed within and outside of California
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, Nonresident Withholding Waiver Request to the CAFTB)
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 Nonresident Reduced Withholding Request to CAFTB)

2. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those

subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

3. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

For the list of Contractor Responsibility Program respondents, please visit our website

www.lawa.org -> Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

4. IRAN CONTRACTING ACT OF 2010

Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

Attachment:

- Iran Contracting Act of 2010 Compliance Affidavit

5. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidders/Proposers/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

Attachment:

- EBO Compliance Affidavit

6. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to the commencement of this contract, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to the commencement of the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> Administrative Requirements -> Insurance.

7. MUNICIPAL LOBBYING ORDINANCE

The City's Municipal Lobbying Ordinance, the Los Angeles Municipal Code, Section 48.09 requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf.
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586.

8. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 26356 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at ProcurementRequirements@lawa.org or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations

Checklist

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- ☒ Is the required Vendor Identification Form completed and signed?
- ☒ Is the BTRC/VRN number provided?
- ☒ Is the EEOO contact information provided?
- ☒ Is the list of previous City contracts attached? (If applicable)
- ☒ Is the Form enclosed in the Packet?

2. BIDDER CONTRIBUTIONS

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Schedule A - Please list all principals on Schedule A.
- ☒ Schedule B - Please list all subcontractors and their principals on Schedule B (If you check "Yes")
- ☒ Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. CONTRACTOR RESPONSIBILITY PROGRAM

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

4. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☒ Have you read and checked one of the options?
- ☒ Is the Affidavit enclosed in the Packet?

5. EQUAL BENEFITS ORDINANCE

- ☒ Is the EBO Compliance Affidavit Form completed and signed?
- ☒ Is the Form enclosed in the Packet?

6. MUNICIPAL LOBBYING ORDINANCE

☒
☒

Is the required Bidder Certification CEC Form 50 completed and signed?
Is the Certification enclosed in the Packet?

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS
BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

7. AFFIRMATIVE ACTION

☒

Have you read and agreed with the City of Los Angeles' Non-discrimination,
Equal Employment and Affirmative Action provisions?

8. ASSIGNMENT OF ANTI-TRUST CLAIMS

☒

Have you read and agreed with California Government Code Sections 4550 –
4554?

9. CHILD SUPPORT OBLIGATIONS

☒

Have you read and agreed with Child Support Obligations provisions?

**IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE
CONTRACT:**

Prime contractors are required to submit to LAWA forms pertaining to the following
requirements:

- Business Tax Registration Certificate
- Insurance

Vendor Identification Form

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION																
Legal Name: U.S. Venture, Inc.	Doing Business As: U.S. Gain															
Are you an independent contractor eligible to receive a 1099-MISC? No ☐ Yes ☒ EIN or SSN: 39-0964014 (A TIN (SSN or EIN) and W-9 are required)	License or Registration Number (if applicable): _____ Payment Terms (code): <table border="1"><tr><td>0</td><td>0</td><td>1</td><td>2</td></tr></table> Seller's Permit Number (if applicable): 102-832171	0	0	1	2											
0	0	1	2													
Ownership: ☐ Individual / Sole Proprietor ☒ Corporation ☐ Partnership ☐ Governmental Entity ☐ Other (specify): _____	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/ Nonresident Withholding Guidelines for information go to : www.ftb.ca.gov/ ☒ Form-590 ☐ Form-588 ☐ Form-589 ☐ Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515 BTRC/Vendor Registration Number: <table border="1"><tr><td>0</td><td>0</td><td>0</td><td>3</td><td>1</td><td>2</td><td>4</td><td>4</td><td>5</td><td>3</td><td>0</td><td>0</td><td>0</td><td>1</td><td>4</td></tr></table> ☐ BTRC/VRN application pending (please attach the application) For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm	0	0	0	3	1	2	4	4	5	3	0	0	0	1	4
0	0	0	3	1	2	4	4	5	3	0	0	0	1	4		
BUSINESS ADDRESS																
Street: 425 Better Way Suite #: _____	Contact Person: Michael L. Koel															
City: Appleton	Contact Person's Title: president - U.S. Oil and U.S. Gain Divisions															
State: WI Zip Code: 53061	Fax: N/A Phone: 920-830-6261															
Website: www.usventure.com www.usgain.com	Email: mkoel@usgain.com															
Remittance address (if required and different from the above): _____																
BUSINESS INFORMATION																
Service Area: International ☒ National ☐ Regional ☐ Local ☐	Years in Business: 72 Number of Employees: 4313															
BUSINESS CERTIFICATION (Check all that apply)																
☐ Woman-Owned Business Enterprise (WBE) ☐ Minority Business Enterprise (MBE) ☐ Small Business Enterprise (according to SBA criteria) ☐ Minority Women Business Enterprise (MWB)	☐ Disadvantaged Business Enterprise (DBE) ☐ Airport Concessions Disadvantaged Business Enterprise ☐ Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.															
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE																
EEO Officer (name): Thomas E. Evans	Phone Number: 920-423-6421															
EEO Officer's Title: Secretary and Chief Legal Officer	Email: tevans@usventure.com															
Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☒ . If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.																

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature

Date 4/5/2023

Print Name Michael L. Koel

Title President - U.S. Oil and U.S. Gain Divisions

For LAWA use only:	
Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____ Phone No: _____
SAP Action (send the form to FAMIS Support Desk): ☐ Create ☐ Change ☐ Block ☐ Delete ☐ New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Form VIF 03/26/19

EXHIBIT B

2022 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Los Angeles World Airports**Payee Information**

Name

U.S. Venture Holdings, Inc.
☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.
85-3744031

Address (apt./ste., room, PO box, or PMB no.)

425 Better Way

City (If you have a foreign address, see instructions.)

Appleton

State ZIP code

WI 54915**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Amber M. Simonds, Tax DirectorTelephone (920) 460-3069

Payee's signature ▶

Amber M. SimondsDate 04/07/2023

**Request for Taxpayer
Identification Number and Certification**

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
U.S. Venture Holdings, Inc.

2 Business name/disregarded entity name, if different from above
U.S. Venture, Inc. (39-0964014)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
425 Better Way

6 City, state, and ZIP code
Appleton, WI 54915

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

8	5	-	3	7	4	4	0	3	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Arthur M. Simon

Date ►

1/17/2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
DA-5400	Los Angeles World Airports / Procurement Services Division	Michael L. Koel 920-830-6261	11/26/2019	11/26/2022	CNG Fuel - Curbside Trolley	\$3,000,000.00

EXHIBIT B

Bidder Contributions

ATTENTION:

The following CEC Form 55 **must** be signed on page 1 and you are required to list all principals on Schedule A. Please refer to the attached instructions.

If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid may be deemed non-responsive.

Form 55 Instructions



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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#);
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

Prohibited Contributors
(Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): Quote # March 27, 2023 Date Bid Submitted: 3/27/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Sole Source Contract for the Purchase of CNG Fuel for Trolleys

Awarding Authority (Department awarding the contract): Los Angeles World Airports Operation & Maintenance Administration Group

Bidder Name: U.S. Gain, a division of U.S. Venture, Inc.

Bidder Address: 425 Better Way, Appleton, WI 54915

Bidder Email Address: mkoel@usgain.com Bidder Phone Number: 920-830-6261

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).

At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes



No

**2. SCHEDULE B — Subcontractors and Their Principals** (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with

subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes



No

**3. TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 3

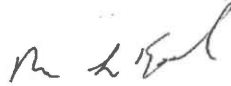
Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Michael L. Koel

Name


Signature

President - U.S. Oil and U.S. Gain Divisions

Title

4/7/2023

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: John A. Schmidt Title: President and Chief Executive Officer
Address: 425 Better Way, Appleton, WI 54915

Name: Eric Kessenich Title: Chief Operating Officer
Address: 425 Better Way, Appleton, WI 54915

Name: Michael L. Koel Title: President - U.S. Oil and U.S. Gas Divisions
Address: 425 Better Way, Appleton, WI 54915

Name: Michael S. Sharkey Title: Associate General Counsel
Address: 425 Better Way, Appleton, WI 54915

Name: Thomas E. Evans Title: Secretary and Chief Legal Officer
Address: 425 Better Way, Appleton, WI 54915

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

NONE

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Sole Source Contract for the Purchase of CNG Fuel for Trolleys

B. BIDDER/CONTRACTOR INFORMATION:

<u>U.S. Venture, Inc.</u>	<u>U.S. Gain</u>		
Legal Name	DBA		
<u>425 Better Way</u>	<u>Appleton</u>	<u>WI</u>	<u>54915</u>
Street Address	City	State	Zip
<u>Michael L. Koel, President - U.S. Oil and U.S. Gain Divisions 920-831-6261</u>			
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☒ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. **Please complete all questions and sign Attachment A.**
- ☐ A copy of the initial CRP Questionnaire dated ____/____/____/. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Print Name, Title

Signature

Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

Question 10 - See Attached.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Michael L. Koel -
President - U.S. Oil and U.S. Gain Divisions



4/7/2023

Print Name, Title

Signature

Date

ATTACHMENT TO QUESTIONNAIRE ATTACHMENT A

QUESTION 10: The names of the Awarding Authorities and their corresponding contact information is confidential trade information.

a. Date	b. Awarding Authority	c. Contact Name and Phone Number	d. Description and Success of Performance (Station Up-Time Last 6 Months)	e. Total Dollar Amount
11/22/2017	AJR Trucking, Inc.	Jack Khudikyan 310-707-1120 X101	CNG Supply - 2 Stations 99.89% and 100% Up-Time	Confidential Proprietary Information
2/1/2015	Anheuser-Busch, LLC	Mark Young (314) 765-3939	CNG Supply 99.64% Up-Time	Confidential Proprietary Information
9/11/2017	Bimbo Bakeries USA, Inc	Gary Maresca 634-951-5034	CNG Supply 99.87% Up-Time	Confidential Proprietary Information
11/7/2014	C.A.T., Inc.	Daniel Goyette (450) 763-6363	CNG Supply - 4 Stations 99.21%; 99.21%; 98.63%; and 99.87% Up-Time	Confidential Proprietary Information
8/1/2016	Central Freight Lines, Inc.	Mari Ellen Borowski 972-579-4587	CNG Supply 99.54% Up-Time	Confidential Proprietary Information
7/17/2017	City of Columbus	Bill Burns (614) 645-6206	CNG Supply 99.98% Up-Time	Confidential Proprietary Information
5/1/2014	Constructural Dynamics, Inc.	Tim Kurz (215) 295-0777	CNG Supply 100% Up-Time	Confidential Proprietary Information
5/31/2015	Core-Mark Holding Company, Inc.	Brian Johnston (650) 589-9445	CNG Supply - 5 Stations 99.84%; 99.93%; 99.7%; 99.87%; and 100% Up-Time	Confidential Proprietary Information
5/2/2014	DFI Transport, LLC (Delco)	Doug Deardorff (317) 876-1951 ext. 270	CNG Supply 99.62% Up-Time	Confidential Proprietary Information
5/25/2018	Eagle Express Lines, Inc.	Jeff Pals (708) 985-2112	CNG Supply 99.96%	Confidential Proprietary Information
9/4/2013	Evergreen Transport, LLC	David Wildberger (251) 578-5000	CNG Supply 99.71% Up-Time	Confidential Proprietary Information
5/13/2016	Express Mondor (2635-8762 QUEBEC INC)	Billy Mondor (450) 586-6662	CNG Supply 99.56% Up-Time	Confidential Proprietary Information
5/30/2018	FI Transportation, Inc. (Frito-Lay)	Ken Marko 972-334-5120	CNG Supply 99.96%	Confidential Proprietary Information
7/19/2013	FST Logistics, Inc.	Steve Brooks (614) 529-7900 x1547	CNG Supply 99.98% Up-Time	Confidential Proprietary Information
11/2/2018	Gold Standard Transportation, Inc.	Gino Fortuna (708) 385-5788 EXT 105	CNG Supply - 2 Stations 99.93% and 99.66% Up-Time	Confidential Proprietary Information
3/6/2013	H M D Trucking, Inc.	Henry Malukas (708) 398-6237 x303	CNG Supply 99.93% Up-Time	Confidential Proprietary Information
3/6/2015	Halton Recycling Ltd. Dba Emterra Environmental	Paulina Leung (905) 336-9084	CNG Supply 98.63% Up-Time	Confidential Proprietary Information
1/23/2019	Harter's Fox Valley Disposal LLC	Andy Gayhart 715-253-2619	CNG Supply 99.86% Up-Time	Confidential Proprietary Information
4/2/2014	J. Rayl Transport, Inc.	Ryan Richards (234) 200-3022	CNG Supply 99.47% Station Up-Time	Confidential Proprietary Information
7/2/2013	MCC, Inc.	Todd Brockman 920-759-0506	CNG Supply 99.86% Up-Time	Confidential Proprietary Information
3/13/2014	NFI Interactive Logistics, LLC	Bill Blilem 856-507-4443	CNG Supply 99.52% Up-Time	Confidential Proprietary Information
8/5/2014	Northeast Foods, Inc.	Chuck Paterakis (410) 365-2524	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
7/9/2018	Pat Salmon & Sons, Inc.	Jeff Boone 501-255-0650	CNG Supply 99.9% Up-Time	Confidential Proprietary Information
1/24/2014	Ruan Transportation Management Systems, Inc.	Dan Van Alstine 515-245-2686	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
4/20/2015	Ruan Transportation Management Systems, Inc.	Dan Van Alstine 515-245-2686	CNG Supply 99.93% Up-Time	Confidential Proprietary Information
3/13/2015	Sheehy Mail Contractors, Inc.	John Sheehy 920-202-5086	CNG Supply - Multiple Stations 99.26% - 100% Up-Time	Confidential Proprietary Information
11/27/2017	SNL Distribution Services Corporation	Jack Johnson 205-943-0010	CNG Supply 99.96%	Confidential Proprietary Information
1/31/2019	Testa Produce, Inc.	Randy Anderson 773-648-2234	CNG Supply	Confidential Proprietary Information
4/4/2014	Time Transport, Inc.	Mike Buchmeier 262-835-9600	CNG Supply 99.66% Up-Time	Confidential Proprietary Information
4/4/2014	Time Transport, Inc.	Mike Buchmeier 262-835-9600	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
9/23/2013	Time Transport, Inc.	Mike Buchmeier 262-835-9600	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
3/11/2015	Unilever ASCC AG	Troy Turner +1 973-452-6628	CNG Supply 99.55% Up-Time	Confidential Proprietary Information
8/13/2013	UW Provision Company Transfer, LLC	Steve Kalscheur 608-836-7421 ext: 3123	CNG Supply 99.29% Up-Time	Confidential Proprietary Information

ATTACHMENT TO QUESTIONNAIRE ATTACHMENT A

QUESTION 10: *The names of the Awarding Authorities and their corresponding contact information is confidential trade information.*

a. Date	b. Awarding Authority	c. Contact Name and Phone Number	d. Description and Success of Performance (Station Up-Time Last 6 Months)	e. Total Dollar Amount
3/2/2012	Veriha Trucking, Inc.	Joe Veriha 715-732-4431 ext 3229	CNG Supply 100% Up-Time	Confidential Proprietary Information
8/23/2013	W.C. McQuaide, Inc.	Mark Renowden 814-269-6180	CNG Supply 99.98% Up-Time	Confidential Proprietary Information
8/19/2013	W.C. McQuaide, Inc.	Mark Renowden 814-269-6180	CNG Supply 99.49% Up-Time	Confidential Proprietary Information
8/5/2015	W.W. Transport, Inc.	Kyle Weuve 800-936-6770	CNG Supply - Nationwide 99.21% - 100% Up-Time	Confidential Proprietary Information
12/13/2019	Moreno Valley USD	Jim Burleson 951-571-7500	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
12/17/2020	10 Roads LLC	Daniel Garza 708-333-8400 ext 1137	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
10/25/2019	Avis Budget Group	Regneil Prasad 310-321-9996	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
10/8/2021	Compression Technology	James Ro 905-699-0590	CNG Supply 99.96% Up-Time	Confidential Proprietary Information
11/1/2022	Ricova S. M. Inc	Thomas Bouthilier-Gorde 450-466-6688	CNG Supply 99.96% Up-Time	Confidential Proprietary Information

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

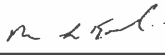
The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

U.S. Gain, a division of U.S. Venture, Inc.
Company Name, Address and Phone Number



Signature of Officer or Authorized Representative

4/7/2023

Date

Michael L. Koel, President - U.S. Oil and U.S. Gain Divisions
Print Name and Title of Officer or Authorized Representative

Sole Source Contract for the Purchase of CNG Fuel for Trolleys
Project Title

Iran Contracting Compliance Affidavit

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

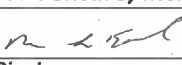
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) U.S. Gain, a division of U.S. Venture, Inc.		BTRC (or n/a) 000312445300014
By (Authorized Signature) 		
Print Name and Title of Person Signing Michael L. Koel, President - U.S. Oil and U.S. Gain Divisions		
Date Executed 4/7/2023	City Approval (Signature) (Print Name)	

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

Equal Benefits Ordinance

LAWA EBO COMPLIANCE

FOR LAWA CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: **U.S. Venture, Inc.**

Company Address: **425 Better Way**

City: **Appleton** State: **WI** Zip: **54915**

Contact Person: **Michael L. Koel** Phone: **920830-6261** E-mail: **mkoel@usgain.com**

Approximate Number of Employees in the United States: **4313**

Approximate Number of Employees in the City of Los Angeles: **18**

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

U.S. Venture, Inc. will comply with the Equal Benefits Ordinance requirements
Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 7th day of April, in the year 20 23, at Appleton, WI
(City) (State).

Signature

Michael L. Koel

Name of Signatory (please print)

President - U.S. Oil and U.S. Gain Divisions

Title

425 Better Way

Mailing Address

Appleton, WI 54915

City, State, Zip Code

39-0964014

EIN/TIN

Insurance



LOS ANGELES WORLD AIRPORTS

RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

NAME: U.S. VENTURE, INC. dba U.S. GAIN
AGREEMENT/ACTIVITY: Contract / Provide Compressed Natural Gas (CNG) for Shuttles and LAWA Fleet Vehicles
LAWA DIVISION: Operations & Maintenance Administration
WIZARD NO.: 10377

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum evidence of insurance required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

LIMITS

(X) Workers' Compensation

Statutory

- (X) Waiver of Subrogation, specifically naming LAWA **(Please see attached supplement)**
- () Voluntary Compensation Endorsement

(X) Commercial Automobile Liability - covering all owned, non-owned & hired auto **\$1,000,000**

(X) Commercial General Liability - including the following coverage:

\$1,000,000

- (X) Premises and Operations
- (X) Contractual (Blanket/Schedule)
- (X) Independent Contractors
- (X) Personal Injury
- (X) Products /Completed Operations
- (X) Additional Insured Endorsement, specifically naming LAWA **(Please see attached supplement).**

RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE*****

PLEASE SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG



RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

The only evidence of insurance accepted will be either an ACORD Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Insurance companies, must have an **AM Best rating of A- or better**, and have a minimum **financial size of at least four**.

Endorsements:

- **Workers Compensation Waiver of Subrogation Endorsement (WC 04 03 06 or similar)**
- **General Liability Additional Insured Endorsement**
- **Ongoing and Products - Completed Operations Endorsement**

Certificate Holder Wording:

City of Los Angeles World, Department of Airports, Los Angeles World Airports also known as (aka) LAWA

PO Box 92216

Los Angeles, CA 90009

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

A BLANKET/AUTOMATIC ENDORSEMENT IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.

Language written on a certificate of insurance is not acceptable as an endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2022

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

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

PRODUCER Brown & Brown Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	1-414-443-0000	CONTACT NAME: Christine Webb PHONE (A/C, No, Ext): E-MAIL ADDRESS: cwebb@hayscompanies.com	FAX (A/C, No):
INSURED U.S. Venture Holdings, Inc. U.S. Venture, Inc. 425 Better Way Appleton, WI 54915		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674

COVERAGES**CERTIFICATE NUMBER:** 66252395**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-38521233-22-51-K	08/01/22	08/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Waiver of Subrogation with respects to Workers' Compensation provided when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Los Angeles World Airports P.O. Box 92216 Los Angeles, CA 90009 USA	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 <i>Delf Sefir</i>
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ACORD 25 (2016/03)

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EXHIBIT BMonetJ
66252395

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00.03 13 (00) - 001

POLICY NUMBER: UB-3S521233-22-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2022

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED US VENTURE INC, US TRANSPORTATION LLC 425 BETTER WAY APPLETON, WI 54915-6192		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13935	

COVERAGES

CERTIFICATE NUMBER: 841

REVISION NUMBER: 6

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	9904461	08/01/2022	08/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	9904461	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	9904463	08/01/2022	08/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER

352-408-9
LOS ANGELES WORLD AIRPORTS
PO BOX 92216
LOS ANGELES, CA 90009-2216

841 6

CANCELLATION

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

Michael G Kern

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED US VENTURE INC, US TRANSPORTATION LLC 425 BETTER WAY APPLETON, WI 54915-6192	
POLICY NUMBER SEE CERTIFICATE # 841.6			
CARRIER SEE CERTIFICATE # 841.6	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 841.6	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SUPPLY OF COMPRESSED NATURAL GAS (CNG)

CONTRACT NUMBER: DA-5400

COMMERCIAL GENERAL LIABILITY INCLUDES THE SEPARATION OF INSUREDS CONDITION WHICH STATES: "EXCEPT WITH RESPECT TO THE LIMITS OF INSURANCE, AND ANY RIGHTS OR DUTIES SPECIFICALLY ASSIGNED IN THIS COVERAGE PART TO THE FIRST NAMED INSURED, THIS INSURANCE APPLIES AS IF EACH NAMED INSURED WERE THE ONLY NAMED INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR "SUIT" IS BROUGHT.

CONTRACTUAL LIABILITY COVERAGE FOR LIABILITY FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED CONTRACT" IS PROVIDED PER THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM. FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
LOS ANGELES WORLD AIRPORTS PO BOX 92216 LOS ANGELES CA 90009	See IL-F-40-0099
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

US VENTURE INC
425 BETTER WAY
APPLETON WI 54915

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
LOS ANGELES WORLD AIRPORTS PO BOX 92216 LOS ANGELES CA 90009	See IL-F-40-0102
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

US VENTURE INC
425 BETTER WAY
APPLETON WI 54915

EXTENSION ENDORSEMENT

Extension - CG 20 26 - LOS ANGELES WORLD AIRPORTS

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERY OF COMPRESSED NATURAL GAS TO THE CERTIFICATEHOLDER. ADDITIONAL INSURED INCLUDES CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS, ITS BOARD, AND ALL OF ITS OFFICERS, EMPLOYEES AND AGENTS, THEIR SUCCESSORS AND ASSIGNS.

EXTENSION ENDORSEMENT

Extension - CG 20 37 - LOS ANGELES WORLD AIRPORTS

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERY OF COMPRESSED GAS TO THE CERTIFICATEHOLDER. ADDITIONAL INSUREDS ALSO INCLUDE: INCLUDES CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS, ITS BOARD, AND ALL OF ITS OFFICERS, EMPLOYEES AND AGENTS, THEIR SUCCESSORS AND ASSIGNS. NAMED INSURED INCLUDES US VENTURE INC, US TRANSPORTATION LLC.

Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer of the Department of Airport (hereinafter referred to as "Chief Executive Officer") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specific coverages shall be filed with City prior to commencement of this contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Chief Executive Officer, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Chief Executive Officer deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

City Held Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses,

demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Hazardous and Other Regulated Substances

(a) Contractor's performance under this Contract and/or occupancy or use of any LAWA property shall be in full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances"). Said hazardous substances shall include, but shall not be limited to, mold, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of Contractor's noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, contamination, leak, discharge or improper storage affecting LAWA property caused or contributed to by Contractor or its employees, servants, agents, contractors or subcontractors, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground to the satisfaction of Chief Executive Officer. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(d) The provisions of this section shall survive the expiration or earlier termination of this Agreement.



1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits cannot be processed.

THE ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of insurance?** The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
 - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**
 - c. The Certificate of Insurance and/or the True and Certified copy of the policy must be signed by the Authorized Representative.
 - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to add Los Angeles World Airports as Additional Insured?** Possibly; there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker as .
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized agent/broker for their review. You may also contact us at (424) 646- 5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. **However**, if the documents submitted are project specific, you will need to submit forms for each project. Therefore it is suggested that forms submitted indicate they are for the maximum coverage required and all LAWA projects. Please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.

6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **How long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Evidence of Insurance is processed upon receipt by LAWA. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section at riskinsurance@lawa.org, as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Prior to the commencement of this contract, the vendor must provide proof of insurance. Do not spend any money to meet the insurance requirements until you are awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
Note for Prime Contractors: Prime Contractors are responsible for ensuring that their Sub-contractors have adequate evidence of insurance coverage appropriate to the work to be performed. At a minimum, if airfield access is involved, the sub- contractor must show \$10 million in coverage, plus endorsements. If no airfield access is involved in the work, the minimum threshold is \$1 million, plus endorsements. In rare cases, if the work is performed entirely off site, there may be no need for evidence of insurance coverage.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**
7301 World Way West
2nd Floor
Los Angeles, CA 90045
riskinsurance@lawa.org
Phone: (424) 646-5480
Office Hours: Monday-Thursday, 7:30 a.m. to 3:30 p.m.
Friday: 7:30 a.m. to 12:00 noon
Closed Holidays and weekends

For more information on LAWA's insurance requirements, visit our webpage at:
<https://www.lawa.org/en/lawa-tenants-411/risk-management/insurance-compliance>

**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES,
LOS ANGELES WORLD AIRPORTS**

Coverage & Limits: All insurance requirements established are based on the detailed scope of work and/or nature of your business with the Los Angeles World Airports (LAWA). The coverage and limits for each type of insurance are specified on the Insurance Requirements Sheet (IR Sheet).

Please give your insurance agent/broker a copy of the Insurance Requirements Sheet along with these instructions. All evidence of insurance must be authorized by a licensed insurance agent with authority to bind coverage.

1. **When to submit:** Normally, no work may begin until acceptable insurance is analyzed and approved by the Insurance Compliance Section. Upon approval the Contract Administrator will authorize a Notice to Proceed (NTP). So insurance documents should be submitted as early as practicable.
2. **Acceptable Evidence and Approval:** Electronic submission is the best method of submitting your documents, and designed to make the experience of submitting insurance information quick and easy. LAWA accepts the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance**, with applicable endorsements and waiver of subrogation. Other insurance industry certificates that have been approved by the State of California, Broker's Letters, and True and Certified copy of insurance policies may be accepted. The following items (**#4 and #5**) **must accompany the form of evidence provided.**
3. **Additional Insured Endorsements:** (CG20101185 / CG2010 / CG2037 or similar) are required acceptable for the general liability policy. All endorsements must name the **City of Los Angeles, Los Angeles World Airports (LAWA), its Board, and all of its officers, employees and agents** as additional insured's.
4. **Waivers of Subrogation:** Required For Workers Compensation.
5. **Blanket Endorsement or Waiver of Subrogation:** Acceptable only for contracts directly with LAWA. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state **LAWA** is an automatic or blanket additional insured.
6. **Certificate Language:** Language written on the Certificate of Insurance in the "**Description of Operations Section**" is not acceptable as an endorsement.
7. **Cancellation Notice:** All Certificates must provide a thirty (**30**) days' **cancellation notice provision**, ten (10) days for non-payment of premium).
8. **Self-Insure:** If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure, a copy of the certificate from the State consenting to self- insurance must be provided from the State of California as proof of insurance.
9. **Acceptable Insurers:** **LAWA** uses the A.M. Best Key Rating Guide as our reference. All acceptable insurers must have an A.M. Best **A-VI or better rating** to be acceptable to LAWA.

10. **Transportation Companies:** Passenger Carriers are regulated by the Public Utilities Commission (PUC). Any questions concerning passenger carrier requirements may be directed to the PUC.
- 0-7 passengers.....\$750,000
 - 8-15 passengers.....\$1,500,000
 - 16 or more passengers \$5,000.000
11. **Vehicle Schedules:** Unless “ANY” auto is covered under the automobile policy, a vehicle schedule is required. The schedule issued on behalf of transportation companies must provide the make, model, VIN number and passenger count for every vehicle operating on Airport property.
12. **Multiple Policies:** More than one insurance policy may be required to comply with the insurance requirements.
13. **Underwriter:** In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
14. **Project Reference:** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate “ALL PROJECTS AT LAWA” covered. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc.
15. **Excess Insurance:** An Excess Umbrella policy can be provided to assist with meeting the insurance requirement limit(s) when the primary insurance coverage is less than the amount of coverage required for the project.
16. **Expiration and Renewal:** LAWA insurance file expiration coincides with your coverage expiration. Renewal is not automatic. You must provide the Insurance Compliance Section with renewal information. When renewing your insurance file information, the agent/broker/underwriter must provide current endorsements and waivers. The effective date on the Certificate of Insurance must coincide with the endorsements and waivers. Insurance documents cannot be altered and provided as proof of insurance.
17. **Contract Administrator:** Questions regarding your **contract** should be directed to your Contract Administrator or office responsible for your contract, lease, permit or other agreement.

Certificate Holder Information:

**Los Angeles World Airports
Attn: Risk Management Department
P.O. Box 92216
Los Angeles, CA 90009**

All questions relating to insurance should be directed to Risk Management, Insurance Compliance Section at (424) 646-5480.

Delays or failure in submitting acceptable insurance documentation and attachments may result in the withholding of payments, or the interruption and/or discontinuance of operations LAWA.

Email all insurance documentation and Correspondence to: **RISKINSURANCE@LAWA.ORG**

EXHIBIT B

Municipal Lobbying Ordinance

ATTENTION:

The following CEC Form 50 **must** be filled out completely and signed.

If you fail to sign the form or if you submit an incomplete CEC Form 50, your proposal/bid may be deemed non-responsive.

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP) Quote # March 27, 2023		Awarding Authority (Department awarding the contract) Los Angeles World Airports Operation & Maintenance Administration Group	
Bidder Name U.S. Gain, a division of U.S. Venture, Inc.			
Address 425 Better Way, Appleton, WI 54915			
Email Address mkoel@usgain.com		Phone Number 920-830-6261	

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Michael L. Koel

Name



Signature

President - U.S. Oil and U.S. Gain Divisions

Title

4/7/2023

Date

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM
(LAX ONLY)**

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

"CARB" shall mean the California Air Resources Board.

"Covered Vehicle" is defined in Section II below.

"Compliance Plan" is defined in subsection VII.C. below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

II. Covered Vehicles.

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

III. Maximum Allowable Vehicle Age Requirement. In accordance with the Compliance Schedule dates outlined in Section IV; no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

IV. Compliance Schedule.

A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low-NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.

B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

V. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

VI. Annual Reporting Requirement.

A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.

B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.

C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

VII. Enforcement.

A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:

- i) Failure to submit an annual report pursuant to Section VI above.
- ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.

iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.

B. Notice of Non-Compliance. Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.

C. Compliance Plan.

i) Operators shall transition to compliant vehicles as soon as practicable.

ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.

iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.

iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.

D. Default. Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

IX. Periodic Review. This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

ATTACHMENT 1

(The following administrative requirements are language only
There are no forms to be submitted)

Affirmative Action

AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Los Angeles Administrative Code Section 10.8 to 10.8.4

Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to contract only with those contractors that comply with the non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving non-discrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Practices Program.

SECTION HISTORY

Based on Ord. No. 132,533, Eff. 7-25-66.

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1. Definitions.

Except for Section 10.8.2.1, the following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

"Contract" means any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any Awarding Authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention, as determined by the DAA, are exempt.

"Contractor" means any person, firm, corporation, partnership or any combination thereof, who enters into a contract with any Awarding Authority of the City of Los Angeles.

"Designated Administrative Agency (DAA)" means the Department of Public Works, Office of Contract Compliance created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code. That office is also known as the Department of Public Works, Bureau of Contract Administration.

"Domestic Partners" means, for purposes of this article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Minority" is defined to mean "minority person" as the phrase is defined in Subsection (f) of Section 2000 of the California Public Contract Code, as amended from time to time.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof, who enters into a contract with a Contractor to perform or provide a portion or part of any Contract with the City.

SECTION HISTORY

EXHIBIT B

Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4 and 10.13 of this Code applies to all Construction Contracts of \$25,000 or more and all non-Construction Contracts of \$25,000 or more.

SECTION HISTORY

Added by Ord. No. 173,186, Eff. 5-22-00.

Amended by: In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every Contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the Contractor in the performance of such Contract not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Title and Sec., Ord. No. 172,910, Eff. 1-9-00; Title and Section, Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if

applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds \$25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration.

(8) **Domestic Partner** means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) **Equal Benefits Requirements.**

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) **Other Options for Compliance.** Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits;
or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) **Applicability.**

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(g) Administration.

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) **Consistency with Federal or State Law.** The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) **Severability.** If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

SECTION HISTORY

Added by Ord. No. 172,908, Eff. 1-9-00.

Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04; Subsecs. (b)(5) and (g)(2), Ord. No. 184,294, Eff. 6-27-16.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to

obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the

Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
- 2. Classroom preparation for the job when not apprenticeable;
- 3. Pre-apprenticeship education and preparation;
- 4. Upgrading training and opportunities;
- 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Assignment of Anti-Trust Claims

ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. **Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff.2-13-99.



NOTICE: IMPORTANT INVOICING INSTRUCTIONS

Los Angeles World Airports

Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and services, must be mailed to:

LAX and Van Nuys Airport Invoices

**Los Angeles World Airports
Attn: Accounts Payable
PO BOX 92882
Los Angeles, CA 90009**

or email to AccountsPayable-Invoices@lawa.org

2. All invoices **MUST** have the following **SIX** elements: 1) the **Purchase Order Number**; 2) the **LAWA division name**; 3) the name of the **LAWA employee ordering materials and/or services**; 4) **invoice number**; 5) **remittance address**; and 6) **discount or payment terms**.

Note:

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- **LAWA's Purchase Order Number is a ten-digit number that begins with '45'.**

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAW A's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.**
6. Other important invoice instructions and **requirements**:

- **FREIGHT CHARGES**: Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in **excess of \$75**.
- **TAXES**: **Sales taxes** must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS**: Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION**: Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS**: The original invoice number must appear on any credit memo.

NOTE: Your firm must be in full compliance with **ALL** Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.

If you have questions regarding the Invoice Instructions, please contact your LAW A Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys).



Los Angeles
World Airports

Los Angeles World Airports Vendors:

Subject: ELECTRONIC FUNDS TRANSFER (EFT)

The Los Angeles World Airports (LAWA) is offering to pay vendors using electronic funds transfers (EFT) as an alternative to paying by checks.

EFT offers several advantages over regular paper checks:

- Payments are secure. EFTs are directly deposited to your bank account and unlike mailed checks, cannot be lost or stolen.
- EFTs are quicker. The EFT will be deposited in your account 2 days after the issuance of payment.
- You save time by not having to deposit the check and then wait for the check to clear. The money is available for your use immediately.

To participate, please complete the enclosed "Vendor Setup Request Form for EFT" and mail to:

Los Angeles World Airports
Financial Management Systems
Division 6053 W. Century
Blvd., Suite 601
Los Angeles, CA 90045

Please complete all information in both the Vendor Information and Bank/Financial Institution Information sections. Please ask your banking institution for assistance in answering any questions you may have about these sections. We ask that you submit these forms to the above address within 30 days of this letter. If your completed forms are not received by this date, your participation in the EFT payment process may be delayed to a later date.

REQUIRED DOCUMENTS:

To enroll for EFT payments, we must have at least one of the following required documents:

- Deposits to a checking account include a blank check with word "VOID" written across it; or
- A bank letter with an authorized signature from their banking representative.
- Deposits to a savings account must include a pre-printed deposit slip for the account.



EXHIBIT C

We will verify all information with your bank once we receive a completed application plus one of the required documents stated. If there are problems during the verification process, a LAWA representative may contact you for further information.

All data relevant to EFTs submitted for payment processing will be electronically transmitted to your bank, payments for more than one invoice may be consolidated. If you sign up for EFT payment processing, we will send your remittance advice by email at the address provided in the request form.

You will receive a notification on the actual date of EFT activation.

For any questions, please send an email to acctgops-achremittance@lawa.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tatiana Starostina'.

Tatiana Starostina
Deputy Executive Director - Chief Financial Officer

TS:RV

Attachment

cc:Reinita Villamor

LOS ANGELES WORLD AIRPORTS (LAWA)

For FAMIS Div. Use Only
Verified ☐ Yes ☐ No

Name _____
Date _____

VENDOR SETUP REQUEST FORM FOR AUTOMATED CLEARING HOUSE (ACH) PAYMENT

INSTRUCTIONS:

This form is to request electronic payments in lieu of regular paper checks. Through the Automated Clearing House (ACH), LAWA directly credits your bank account. ACH payments are secure, quicker to receive, and immediately available. Vendors who sign up for ACH payments will receive a remittance advice by email.

To request for ACH payment, please complete the form below, gather the required **ORIGINAL** documentation, and submit to the Financial Management Systems Division at 6053 W. Century Blvd., Suite 601, Los Angeles, CA 90045.

Form needs to be NOTARIZED (no exception) on page 2.

LAWA DIVISION INFORMATION:

Name of LAWA Division you do business with _____

LAWA Division Contact (**REQUIRED**) _____ Division Contact Phone Number _____

VENDOR IDENTIFICATION:

Vendor Name _____

Alias/DBA Name _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Contact Phone Number _____

Los Angeles World Airports Vendor Number (**REQUIRED**) _____ (e.g. 1xxxxx)

TIN/EIN/SSN _____

City Business Tax Registration Certificate (BTRC) Number* _____

**BTRC number is obtained through Office of Finance for persons or entities that engage in business within the City of Los Angeles. For any questions about your BTRC number or if you need a BTRC, please call the Office of Finance at 888-663-4411.*

BANK ACCOUNT INFORMATION:

Bank Account No. _____ Type (Checking or Savings) _____

ABA (Routing) No. _____
(Must have 9 digits)

Bank Name _____

Bank Address _____

City _____ State _____ Zip _____

REQUIRED ORIGINAL DOCUMENTATION:

To enroll for ACH payments, please complete this form and include the following **required original documentation**:

- Deposits to a checking account must include a blank check with the word "VOID" written across it; or
- A bank letter with an authorized signature from their banking representative
- Deposits to a savings account must include a pre-printed deposit slip for the account

ACH EMAIL NOTIFICATION: Please provide an email address for remittance advice notification. You will receive an email notification when funds are transmitted to your financial institution.

Required Email Address: _____

EXHIBIT C

ACH-VENDOR AGREEMENT:

LAWA is authorized to initiate automatic credits to the account and financial institution listed herein. I also authorize LAWA to process ACH reversals in accordance with the National Automated Clearinghouse Association (NACHA) rules in the event a credit entry is made in error.

LAWA will not be held responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or my financial institution or due to an error on the part of my financial institution in depositing funds to my account. I confirm that I have contacted my financial institution and that the information supplied herein is the correct information to receive ACH credits to my account.

This agreement will remain in effect until LAWA receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form in such time as to afford LAWA a reasonable opportunity to act upon it.

AUTHORIZED SIGNATURE _____ DATE SIGNED _____

Note: Must be an authorized Principal signatory

I hereby certify that I am authorized to sign this agreement on behalf of _____
(Vendor Name)

PRINT NAME _____ Phone Number _____

NOTARIZED CERTIFICATION:

State of _____

County of _____

On _____ before me, _____
(Insert Name of Notary Public and Title)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT C