

BOARD MEETING DATE: February 3, 2012

AGENDA NO. 26

PROPOSAL: Designation of Environmental Justice and Close Proximity Areas for Coachella Valley and Release RFP for Projects Under AB 1318 Mitigation Fees Fund
(Continued from January 6, 2012 Board Meeting)

SYNOPSIS: AB 1318 established requirements for mitigation funds from the CPV Sentinel Energy Project power plant, including the requirement that at least 30% of the mitigation funding is distributed in Environmental Justice (EJ) areas within the District. AB 1318 made reference to EJ areas as designated in AQMD Rule 1309.1, as adopted in August 2007. While the EJ criteria in Rule 1309.1 were intended for all areas within the District, the map included in the 2007 version of the rule did not include a depiction of the Coachella Valley EJ areas. This action is to approve the Coachella Valley EJ designations and map based on the same Rule 1309.1 criteria referenced in AB 1318. In addition, this action is to also define “close proximity” relative to the power plant for the purpose of allocating an additional 30% of available funds. Finally, this action is to also issue an RFP to solicit projects for funding under the AB 1318 Mitigation Fees Fund.

COMMITTEE: Stationary Source, November 18, 2011, Reviewed; Administrative Committee, January 13, 2012, Recommended for Approval

RECOMMENDED ACTIONS:

1. Approve designation of EJ Areas for the Coachella Valley pursuant to the August 2007 version of Rule 1309.1 – Priority Reserve, as set forth on page 2 of this letter;
2. Approve a definition of “close proximity” to the electrical generating facility as a six-mile radial distance; and
3. Release RFP # 2012-17, attached hereto, to solicit emission reduction projects to be implemented under the AB 1318 Mitigation Fees Fund.

Barry R. Wallerstein, D.Env.
Executive Officer

EC:LT:PF:TG

Background

In June 2011, the Governing Board approved the establishment of the AB1318 Mitigation Fees Fund. This special revenue fund would be used to finance Emission reduction projects, pursuant to the requirements of AB1318 (V.M. Perez). The mitigation fees are for the transfer of emission offsets from AQMD's internal offset accounts to CPV Sentinel, LLC for the construction and operation of the CPV Sentinel Energy Project power plant in Desert Hot Springs. The sum of approximately \$53 million, all of which is from CPV Sentinel, LLC, was placed in the AB 1318 Mitigation Fees Fund and will be used to fund emissions mitigation projects where at least 30% of funding is to be designated for EJ areas. In addition, at least 30% is to be used to fund mitigation projects in "close proximity" to the power plant. The balance is to be used anywhere else within the District's jurisdiction.

AB 1318 was codified into law in Health and Safety Code (H&SC 40440.14) and designates EJ areas as defined in AQMD Rule 1309.1 – Priority Reserve, as adopted in August 2007. In Rule 1309.1, EJ areas are defined as:

- a) Poverty Level: grid cells where at least 10% of the population is below the poverty level (based on 2000 Federal census data); and either
- b) PM₁₀ Exposure: the PM₁₀ exposure is greater than 46 µg/m³ (as determined by the SCAQMD monitoring); or
- c) Air Toxics Exposure: the cancer risk is greater than one thousand in one million (as determined by the SCAQMD Multiple Air Toxics Exposure Study (MATES II)).

The map showing the areas of the District meeting these criteria contained in Rule 1309.1 did not include the majority of the Coachella Valley area. Therefore, staff followed the Rule 1309.1 (August, 2007) definition and methodology to create a "new" map showing EJ areas in the Coachella Valley. As MATES II did not extend into Coachella Valley, EJ areas are defined solely based on poverty and PM₁₀ exposure. The Attachments show those areas of the Coachella Valley that meet the EJ criteria.

Proposal

EJ areas in the Coachella Valley, relative to AB 1318 mitigation funding requirements, are being defined as established by law under H&SC Section 40440.14.

In addition, AB 1318 did not define what was meant relative to use of funds in "close proximity" to the electrical generating facility. However, as a part of its cumulative impacts assessments, the California Energy Commission's examines impacts within a six-mile distance from power plant projects. Therefore, staff recommends using a six-mile radial distance to define "close proximity."

Staff also recommends approval to release a Request for Proposals to solicit emission reduction projects to be implemented under the AB 1318 Mitigation Fees Fund. It should be noted that, although current use of the mitigation fees is not recommended because of ongoing litigation, this process will establish a list of projects to be implemented when funding is released in the near future.

Request for Proposal

Potential applicants will be required to submit proposals within a 90-day time period from the release of the RFP that demonstrate emission reductions. The applicant must specify whether they qualify for the three categories of funding, or combination thereof, that is being requested (a project partially in an EJ Area would qualify for partial EJ funding). AB 1318 requires that each project must reduce air pollutant emissions. AB 1318 specifies the use of mitigation fees as follows:

1. At least 30% with “close proximity” to the power plant project
Projects located within a 6-mile radius of the power plant will be considered close proximity;
2. At least 30% in EJ Areas
Funding for projects in EJ Areas, as described above, will be consistent with that of the August 2007 version of Rule 1309.1 (see Attachments); and
3. Remaining balance anywhere within AQMD jurisdiction at the discretion of the Governing Board.

Approval of projects for funding is at the sole discretion of the AQMD Governing Board. If funding of projects within close proximity of the power plant or in EJ Areas are oversubscribed, projects will be considered with other projects as a part of the remaining mitigation fees.

Various types of emission reduction projects may qualify, including but not be limited to, the following examples:

- School bus retrofit or replacement
- Heavy duty diesel truck replacement
- Agricultural diesel engine (mobile & non-mobile) replacement, and fugitive dust control for fields and roads
- Truck stop electrification
- Air filtration in schools or commercial buildings
- Weatherizing buildings and homes
- Renewable power generation at public buildings
- Renewable distributed power
- Infrastructure improvements
 - Paving of parking lots or unpaved roads

- parkway construction to reduce congestion & promote lower emission vehicles
- electric or CNG refueling)

Other projects will be considered and all projects must result in air pollution emission reductions.

Outreach

In accordance with AQMD's Procurement Policy and Procedure, a public notice advertising the Program Announcement and Application and inviting bids will be published in general circulation newspapers to leverage the most cost-effective method of outreach to the entire South Coast Air Basin.

Additionally, potential bidders may be notified utilizing AQMD's own electronic listing of certified minority vendors. Notice of the Program Announcement and Application will be mailed to the Black and Latino Legislative Caucuses and various minority chambers of commerce and business associations, and placed on the Internet at AQMD's Web site (<http://www.aqmd.gov/> where it can be viewed by making menu selections "Inside AQMD"/"Employment and Business Opportunities"/"Business Opportunities" or by going directly to <http://www.aqmd.gov/rfp/index.html>). Information will also be available on AQMD's bidder's 24-hour telephone message line (909) 396-2724.

Benefits to AQMD

Projects funded through the RFP process will implement the requirements of H&SC Section 40440.14 for the funding of Emissions reduction projects through the AB 1318 Emission Fees Mitigation Fund. Emission reductions realized through projects will benefit air quality and, thus, public health in AQMD's jurisdiction.

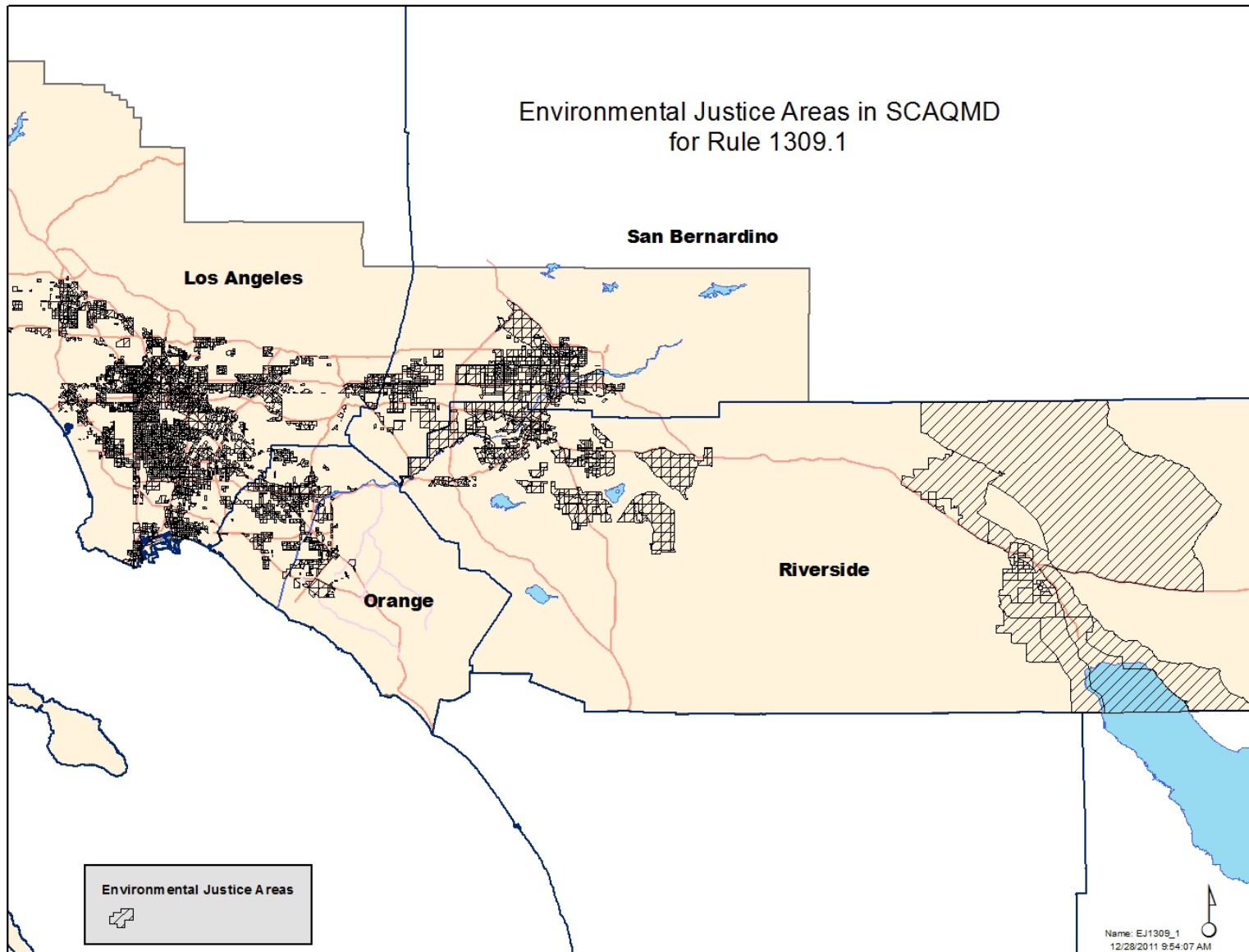
Resource Impacts

All the AB 1318 Mitigation Fee Fund will support funding for approved projects. AQMD is able to recover appropriate administrative expenses.

Attachments

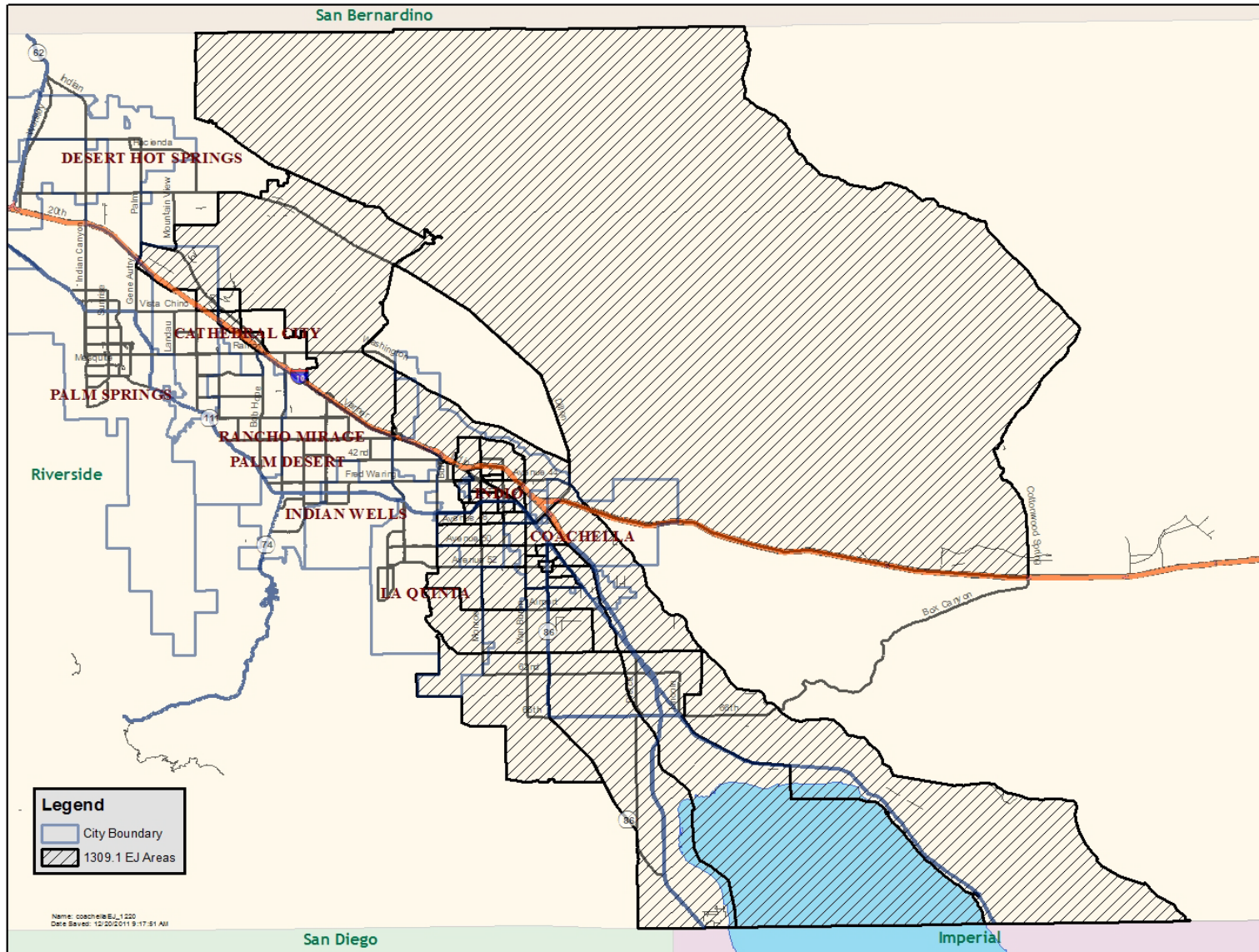
1. SCAQMD EJ Designation Maps Pursuant to AB 1318
2. Coachella Valley-Specific EJ Designation Maps Pursuant to AB 1318
3. Six-Mile Radial Distance from Power Plant Project
4. RFP # 2012-17 - Solicit emission reduction projects to be implemented under the AB 1318 Mitigation Fees Fund

SCAQMD Environmental Justice Areas Pursuant to AB 1318



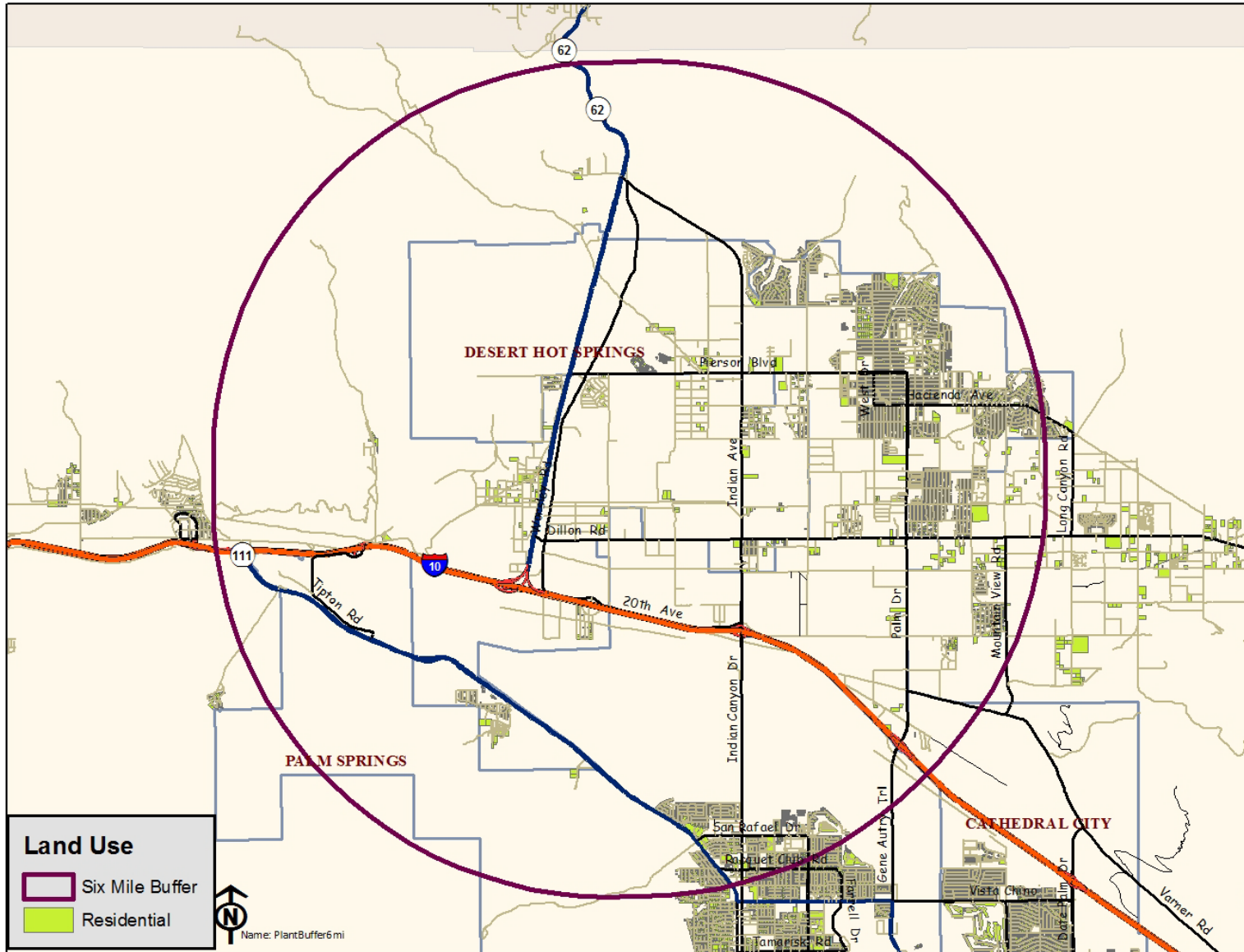
The map is for illustrative purposes only. Qualifying projects must be in areas defined in AB 1318 as being in 10% poverty AND exposure to $46 \mu\text{g}/\text{m}^3$ PM10 concentration OR cancer risk of 1,000:1 Million.

Coachella Valley-Specific Environmental Justice Areas Pursuant to AB 1318



The map is for illustrative purposes only. Qualifying projects must be in areas defined in AB 1318 as being in 10% poverty and exposure to 46 $\mu\text{g}/\text{m}^3$ PM 10 concentration.

Six-Mile Radial Distance from Power Plant Projects



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

REQUEST FOR PROPOSALS

RFP #P2012-17

Emission Reduction Projects to be Implemented Under the AB 1318 Mitigation Fees Fund

The South Coast Air Quality Management District (AQMD) requests proposals for the following purpose according to terms and conditions attached. In the preparation of this Request for Proposals (RFP) the words "Proposer," "Contractor," "Contractor Team," "Consultant," "Bidder," "Bidding Team," and "Proponent", are used interchangeably.

PURPOSE

The purpose of this RFP is to solicit proposals for emission reduction projects within the jurisdiction of the AQMD. This program is funded by emission offset mitigation funds provided by CPV Sentinel, LLC for the purpose of funding emission reduction projects pursuant to California Assembly Bill 1318 (V.M. Perez), and chaptered as CA Health and Safety Code Section 40440.14.

To qualify for this program, projects must demonstrate real emission reductions. Some examples of potential project areas are listed below, but any project that leads to emission reductions will be considered:

- School bus retrofit or replacement
- Heavy duty diesel truck replacement
- Agricultural diesel engine (mobile & non-mobile) replacement, and fugitive dust control for fields and roads
- Truck stop electrification
- Air filtration in schools or commercial buildings
- Weatherizing buildings and homes
- Renewable power generation at public buildings
- Renewable distributed power
- Infrastructure improvements
 - Paving of parking lots or unpaved roads
 - Parkway/pathway construction to reduce congestion & promote walking, bicycling and/or near-zero or zero emission vehicles
 - electric charging or CNG refueling stations

FUNDING/AWARDS

The projects selected in this program will be funded by the AB 1318 Emission Fees Fund, established to mitigate emissions within the AQMD jurisdiction. Applicants will be expected

to enter into a “Fixed Price” contract with AQMD for specific tasks to implement the emission reduction project. Payments will be based upon task deliverables.

The applicant must specify whether they are seeking to qualify or partially qualify for one or more of three categories of funding (a project partially in an Environmental Justice (EJ) area would qualify for partial EJ funding). AB 1318 specifies the use of mitigation fees as follows:

1. At least 30% with “close proximity” to the power plant project
Projects located within a six-mile radius of the power plant will be considered close proximity;
2. At least 30% in EJ Areas
Funding for projects in EJ Areas, as described above, will be consistent with that of the August 2007 version of Rule 1309.1 (see Attachments); and
3. Remaining balance anywhere within AQMD jurisdiction at the discretion of the Governing Board.

Final approval of projects for funding is at the sole discretion of the AQMD Governing Board. If funding of projects within close proximity of the power plant or in EJ Areas are oversubscribed, projects will be considered with other projects as a part of the remaining mitigation fees.

INDEX - The following are contained in this RFP:

Section I	Background/Information
Section II	Contact Person
Section III	Schedule of Events
Section IV	Participation in the Procurement Process
Section V	Statement of Work/Schedule of Deliverables
Section VI	Required Qualifications
Section VII	Proposal Submittal Requirements
Section VIII	Proposal Submission
Section IX	Proposal Evaluation/Contractor Selection Criteria
Section X	Funding
Section XI	Draft Contract

Attachment A - Certifications and Representations

SECTION I: BACKGROUND/INFORMATION

The AQMD is a regional governmental agency responsible for meeting air quality health standards in Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino counties, encompassing 10,743 square miles with over 16 million residents. Despite remarkable improvement in air quality since the 1970’s, the air in Southern California is still among the worst in the nation and is far from meeting all federal and state air quality standards. The AQMD faces tremendous challenges to reduce emissions to meet these standards both in the South Coast Air Basin and Coachella Valley.

In June 2011, the Governing Board approved the establishment of the AB1318 Mitigation Fees Fund. This special revenue fund will be used to finance emission reduction projects,

pursuant to the requirements of AB1318 (V.M. Perez). The mitigation fees were received for the transfer of emission offsets from AQMD's internal offset accounts to CPV Sentinel, LLC for the construction and operation of the CPV Sentinel Energy Project power plant in Desert Hot Springs. The sum of approximately \$53 million, all of which is provided by CPV Sentinel, LLC, was placed in the AB 1318 Mitigation Fees Fund and will be used to fund emission reduction projects and program administration. At least 30% of funding is designated for EJ areas, at least 30% is designated for projects within close proximity (six miles) of the power plant, and the balance is to be used anywhere within AQMD jurisdiction.

AB 1318 was codified into California state law in Health and Safety Code (H&SC 40440.14) and designates EJ areas as defined in AQMD Rule 1309.1 – Priority Reserve, as adopted in August 2007. In Rule 1309.1, EJ areas are defined as:

- Poverty Level: at least 10% of the population is below the poverty level (based on 2000 Federal census data); AND either
- a) PM₁₀ Exposure: the PM₁₀ exposure is greater than 46 µg/m³ (as determined by the SCAQMD monitoring); OR
 - b) Air Toxics Exposure: the cancer risk is greater than one thousand in one million (as determined by the SCAQMD Multiple Air Toxics Exposure Study (MATES II)).

As MATES II did not extend into Coachella Valley, EJ areas are therefore defined solely based on poverty and PM10 exposure. The Attachments show those areas of the Coachella Valley and the South Coast Basin that meet this EJ criteria.

Note that this definition of EJ area is specific to Rule 1309.1 as referenced by AB1318, and therefore is specific to this mitigation program and RFP. This definition does not necessarily apply to any other current or future AQMD programs or those of other agencies that require an EJ definition.

SECTION II: CONTACT PERSON

Questions regarding the content or intent of this RFP, or on procedural matters should be addressed to:

Tracy A. Goss, P.E.**
Program Supervisor
Planning, Rule Development and Area Sources
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Tel: (909) 396-3106
Fax: (909) 396-2254
E-mail: tgoss@aqmd.gov

**Please note: All interested parties in this RFP (#P2012-17), including potential bidders and those seeking to join a bidding team, are encouraged to periodically visit the AQMD web-site, www.aqmd.gov/rfp. Clarifications will be provided to frequently asked questions.

SECTION III: SCHEDULE OF EVENTS

February 3, 2012	Board Approval of RFP
February 3, 2012	RFP Released
February/March, 2012	Bidder's Workshops*
May 2, 2012	Proposals due by 5 p.m.
June 15, 2012	Recommendations to Technology Committee
July 13, 2012	Recommendation to Board

*Participation in the bidder's workshops is optional. Participation would assist in proposal development and notifying potential bidders of any updates or amendments. Any questions from prospective bidders or interested parties should be directed, with reference to this RFP, to Tracy Goss, via tgoss@aqmd.gov. Bidders planning to attend the bidder's workshop's should notify Mr. Goss by email before the close of business the day before the workshop. An initial bidder's workshop will be held in Room CC-2 at the AQMD Headquarters in Diamond Bar, California at 9:00 a.m. on Wednesday, February 15, 2012. Potential bidders should check www.aqmd.gov/rfp or contact Mr. Goss regarding additional workshops in the near future.

SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS

A. It is the policy of the South Coast Air Quality Management District to ensure that all businesses including minority business enterprises, women business enterprises, disabled veteran business enterprises and small businesses have a fair and equitable opportunity to compete for and participate in AQMD contracts.

B. Definitions:

The definition of minority or women business enterprise set forth below is included for purposes of determining compliance with the affirmative steps requirement described in Paragraph F below on procurements funded in whole or in part with EPA grant funds which involve the use of subcontractors. The definition provided for disabled veteran business enterprise, local business, small business enterprise, low-emission vehicle business and off-peak hours delivery business are provided for purposes of determining eligibility for point or cost considerations in the evaluation process.

1. "Minority-or-women business enterprise" as used in this policy means a business enterprise that meets all the following criteria:

- a. a business that is at least 51 percent owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women.
- b. a business whose management and daily business operations are controlled by one or more minority persons or women.
- c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign organization, or other foreign-based business.

2. "Minority person" for purposes of this policy, means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, and Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan).
3. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.
4. "Disabled veteran business enterprise" as used in this policy means a business enterprise that meets all of the following criteria:
 - a. is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
 - b. the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
 - c. is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, organization, or other foreign-based business.
6. "Local business" as used in the Procurement Policy and Procedure means a company that has an ongoing business within the boundaries of the South Coast AQMD at the time of bid application and performs 90% of the work related to the contract within the boundaries of the AQMD and satisfies the requirements of Paragraph I below.
7. "Small business" as used in this policy means a business that meets the following criteria:
 - a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or
 - A manufacturer with 100 or fewer employees.
 - b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.

2) Classified between Codes 311000 and 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.

8. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE or a small business and owns at least 51 percent of the joint venture.
9. "Low-Emission Vehicle Business" as used in this policy means a company or contractor that uses low-emission vehicles in conducting deliveries to the AQMD. Low-emission vehicles include vehicles powered by electric, compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol, methanol, hydrogen and diesel retrofitted with particulate matter (PM) traps.
10. "Off-Peak Hours Delivery Business" as used in this policy means a company or contractor that commits to conducting deliveries to the AQMD during off-peak traffic hours defined as between 10:00 a.m. and 3:00 p.m.

- C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Low-Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid. Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not funded in whole or in part by EPA grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid.
- D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Low-Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by EPA grant funds local businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process.
- E. AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of AQMD contractual obligations.
- F. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.
- G. When contracts are funded in whole or in part by EPA grant funds and if subcontracts are to be let, the Contractor must comply with the steps listed below, which demonstrate a good faith effort to solicit minority and women owned enterprises. Contractor shall submit a certification signed by an authorized official affirming compliance with the steps below at the time of proposal submission. The AQMD reserves the right to request documentation demonstrating compliance with these steps prior to contract execution.

1. Place qualified small-and-minority businesses and women's business enterprises on solicitation lists;
 2. Ensure that small-and-minority businesses, and women's business enterprises are solicited whenever they are potential sources including advertising at least ten days in advance of the bid in a variety of media directed to minority-and women-owned business audiences;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small-and-minority business, and women's business enterprises;
 4. Establish delivery schedules, where requirements permit, which encourage participation by small-and-minority business, and women's business enterprises; and
 5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.
- I. When contracts are not funded in whole or in part by EPA grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the geographical boundaries of the AQMD. However, if the subject matter of the RFP or RFQ calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of the AQMD shall be entitled to the local business preference.
- J. In compliance with federal fair share requirements set forth in 40 CFR 35.6580, the AQMD shall establish a fair share goal annually for expenditures covered by its procurement policy.

SECTION V: WORK STATEMENT/SCHEDULE OF DELIVERABLES

A. Statement of Work

The purpose of the RFP is to solicit proposals for emission reduction projects. Proposals should address concisely the information requested below in their statement of work in the format specified in Section VII Proposal Submittal Requirements. Proposers are encouraged to pay close attention to Section IX Proposal Evaluation/Contractor Selection Criteria to assess how their bids will be evaluated. Each bid will be evaluated separately. Information provided should be specific enough for evaluation and scoring purposes, and for inclusion into a contract.

In the statement of work, the Proposer must demonstrate that the project will result in emission reductions. The Proposer must state the location of the project and whether funds are being requested for use in an EJ area, in close proximity (six miles) of the power plant project, elsewhere in the AQMD jurisdiction, or a combination thereof (include fractions of each). The most competitive project will effectively address the following elements:

- Demonstration of experience and expertise in the development and implementation of the emission reduction project.
- Complete description of the emission reduction project as well as the potential emission reductions and public health benefits resulting from the project.
- The timeline for implementation of the emission reduction project, including major tasks and milestones.
- How the project meets or further advances the AQMD's regional air quality attainment and public health protection goals.
- Demonstration of effective use of the funds requested, including but not limited to magnitude of emission reductions, job creation, promoting needed long-term emission reduction strategies, public health benefits, secondary benefits (other than jobs), consistency with sub-regional sustainable development activities, or cost-sharing/partnership opportunities. A breakdown of costs per task or milestone over the course of the project should be included.
- Support from the local and/or regional community for the project, including letters of support or other correspondence.

B. Reporting

Contractor shall supply the following reports to the AQMD under the contract agreements. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Informal updates of program progress to the AQMD's Program Manager at least once every month throughout the proposed project. If there is any failure or delay to meeting the emission reduction project objectives or timeline, proponents shall schedule an immediate meeting with AQMD's Project Manager.
2. Two stapled copies of each quarterly progress report due by the 10th day of each month following the reporting period. Contractor shall submit one copy of each progress report to AQMD's Project Manager and one copy to AQMD's Staff Specialist assigned to contracts, in conjunction with the invoice for the same period. Each progress report shall include, but not be limited to,
 - a. Reference to AQMD contract number and title of project.
 - b. Reporting time period (months, year).
 - c. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
 - d. Summary of relevant data and results for each task.
 - e. Discussion of work planned for the next reporting period.
 - f. Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
 - g. Discussion of cost status with respect to original budget, work completed, costs to date, explanation of any overruns, and steps being taken to bring costs back into line.

3. Two bound copies of the draft Final Report regarding completion of the emission reduction project for review, comment, and approval shall be submitted not later than two months after the completion of the proposed project. Contractor shall submit one copy of the draft final report to AQMD's Project Manager and one copy to AQMD's Technology Advancement Staff Specialist assigned to contracts. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). AQMD shall complete their review of the draft final report within four weeks of its receipt from proponent. The draft final report shall include, but not be limited to, the following:
 - a. Reference to AQMD contract number and title of project.
 - b. Project background and objectives.
 - c. An executive summary up to three pages in length, including a short, definitive statement of the project; objective of the project, description of work performed, resulting emission/exposure reduction, and reference to AQMD Rules if applicable.
 - d. A detailed description of the statement of work.
 - e. Summary of all work completed.
 - f. Results - a discussion of the expected project results versus what was actually achieved.
 - g. Problems - a discussion of any significant problems encountered during the contract and how they were resolved.
 - h. Remaining issues – a discussion of any project components that may require follow-up beyond the project period.
4. Contractor shall submit three stapled originals of the final report to AQMD's Staff Specialist assigned to contracts, incorporating the AQMD's comments, no later than three months after the completion of the proposed project. The final report shall also include acknowledgement of all sponsors and participants in the project. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.).
5. Contractor shall submit a 2-page project synopsis, along with the final report. In addition to a hard copy of this synopsis, Contractor shall provide the synopsis in an electronic version, using Microsoft WORD 97 or compatible version.

SECTION VI: REQUIRED QUALIFICATIONS

- A. Organizations, individuals, technology manufacturers, businesses, government agencies, universities, consultants, or any other entities proposing to bid on this proposal must demonstrate a wide range of knowledge and experience in implementing the proposed emission reduction project.
- B. Proposer must submit the following:
 1. Statement of qualifications of the lead person and key persons assigned to the project. Substitution of project manager or lead person will not be permitted without prior written approval by AQMD.

2. List all key personnel assigned to the project by level, and name, and include qualifications. Specify the estimated time to be spent by the lead person and key persons assigned to the project.
3. List specific portion of the project to be subcontracted. Include all subcontractors and their statement of qualification.
4. Summary of major similar projects handled during the last five years demonstrating experience in the project areas with references.
5. Signed letters of commitment by any proposed project partners along with a description of their level of involvement and any co-funding contributions.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

Each proposal must be submitted in three separate volumes:

- Volume I - Technical Proposal
- Volume II - Cost Proposal
- Volume III - Certifications and Representations included in Attachment A of this RFP executed by an authorized official of the Contractor.

A separate cover letter including the name, address, and telephone number of the contractor, and signed by the person or persons authorized to represent the organization should accompany the proposal submission. Organization contact information as follows should also be included in the cover letter:

1. Address and telephone number of office in, or nearest to, Diamond Bar, California.
2. Name and title of organization's representative designated as contact.

A separate Table of Contents should be provided for Volumes I and II.

A. Technical Proposal

Summary (Section A)

State overall approach to meeting the objectives and satisfying the statement of work to be performed as specified in Section V – Work Statement/Schedule of Deliverables, the sequence of activities, and a description of methodology or techniques to be used.

Please note that AQMD considers information submitted in response to this RFP in the public domain. Any trade secret information may be submitted to the AQMD in a separate document in which the trade secret information is specifically identified. AQMD agrees to

treat such trade secret information in accordance with its Public Records Act guidelines relating to trade secret information.

Project Description (Section B)

This section shall provide a comprehensive description of the proposed emission reduction project, including technical details and specifications. The description shall include, but not be limited to, the following topics:

1. Complete description of the proposed project;
2. Descriptions of the technologies and methods to be implemented;
3. Projected emission or exposure reductions and secondary benefits (such as additional public health benefits, energy efficiency improvements, improving traffic congestion, long-term infrastructure improvements, community development, etc.); and
4. Estimated job creation resulting from the project and portion occurring in the SCAQMD.

Statement of Work (Section C) – This section shall describe technical and operational approach to implement the emission reduction project including the elements specified in the Statement of Work in Section V.

Program Schedule (Section D)

This section shall identify anticipated dates of completion of the project specified in the Statement of Work, including a list of milestones and deliverables. Specifically, this section should include:

1. An overall time schedule;
2. A list of significant milestones, project deliverables, and the projected calendar delivery dates of each. Milestones include project kickoff meetings, task start and completion dates, design documents, demonstration and test plans, progress reports, interim reports, draft and final reports, and project review meetings.

Project Organization (Section E)

Describe the proposed management structure, program monitoring procedures, and organization of the proposed team.

Qualifications (Section F)

Describe the technical capabilities of the organization. Provide references of other similar projects the organization was involved in during the last five years demonstrating ability to successfully complete the project. Include contact name, title, and telephone number for any references listed. Provide a statement of your organization's background and experience in performing similar projects.

Assigned Personnel (Section G)

Provide the following information on the staff to be assigned to this project:

1. List all key personnel assigned to the project by level and name. Provide a statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD.
2. Provide a spreadsheet of the labor hours proposed for each labor category at the task level.

3. Specify the estimated time to be spent by the lead person and key persons assigned to the project.
4. Provide a statement indicating whether the project qualifies or partially qualifies for the EJ area funding or the close proximity funding, or both, and whether the project is within the geographical boundaries of the AQMD.
5. Provide a summary demonstrating that your organization meets the required qualifications and can fulfill the statement of work, including additional organization personnel and resources beyond those who may be assigned to the project.

Subcontractors (Section H)

This project may require expertise in multiple technical areas. List any subcontractors that may be used and the work to be performed by them.

Conflict of Interest (Section I)

Address possible conflicts of interest with other clients affected by actions performed by the organization on behalf of AQMD. Although the proposer will not be automatically disqualified by reason of work performed for such organizations, AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal.

Rights in Technical Data (Section J)

Identify any technical data that will be delivered under the resultant AQMD contract with restricted rights and explain the basis for the restricted rights.

Additional Information (Section K)

Provide other essential information that may assist in the evaluation of this proposal.

B. Cost Proposal

Name and Address

The Cost Proposal must list the name and complete address of the Proposer in the upper, left-hand corner.

Cost Proposal

A Fixed Price type contract will be awarded. In order to evaluate the reasonableness of the proposed price, the following detailed information must be provided for each task and summarized at the overall project level.

1. Labor – List the number of hours you estimate will be expended on the project and the total dollar amount charged for labor. If available, list the total number of hours and the hourly billing rate for each level of professional staff. A breakdown of the proposed billing rates must identify: the direct labor rate, overhead rate and amount, fringe benefit rate and amount, General and Administrative rate and amount, and proposed profit or fee. Provide a basis of estimate justifying the proposed labor hours and proposed labor mix.
2. Supplies, Hardware, Equipment - Provide an itemized list of supplies, hardware, and equipment to be used or purchased (the name, number, and cost of each).
3. Subcontractor Costs - List subcontractor costs and identify subcontractors by name. Itemize subcontractor charges per hour or per day.

4. Travel Costs - Indicate amount of travel cost and basis of estimate to include trip destination, purpose of trip, length of trip, airline fare or mileage expense, per diem costs, lodging and car rental.
5. Other Direct Costs -This category may include such items as postage and mailing expense, printing and reproduction costs, etc. Provide a basis of estimate for these costs.
6. Payment Schedule – Using the project schedule submitted under Section B of the Technical Proposal (Volume I), provide a proposed payment schedule tied to specific deliverables by task.

C. Certifications and Representations

(see Attachment A to this RFP)

SECTION VIII: PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in the section above. Failure to adhere to these specifications may be cause for rejection of proposal.

Signature

All proposals should be signed by an authorized representative of the Proposer.

Due Date

The Proposer shall submit eight (8) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals #P2012-17." All proposals are due no later than 5:00 p.m., May 2, 2012, and should be directed to:

Procurement Unit
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178

Late bids/proposals will not be accepted. Any correction or resubmission done by the Proposer will not extend the submittal due date.

Grounds for Rejection

A proposal may be immediately rejected if:

- It is not prepared in the format described, or
- It is signed by an individual not authorized to represent the organization.

Disposition of Proposals

AQMD reserves the right to reject any or all proposals. All responses become the property of AQMD. One copy of the proposal shall be retained for AQMD files. Additional copies and materials will be returned only if requested and at the proposer's expense.

Modification or Withdrawal

Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute organization offers and may not be withdrawn for a period of one-hundred-twenty (120) days following the last day to accept proposals.

SECTION IX: PROPOSAL EVALUATION/ SELECTION CRITERIA

A. An expert panel selected by the AQMD will evaluate all submitted proposals. This panel may include members outside the AQMD. The panel will make a recommendation to the Executive Officer and/or the Governing Board of the AQMD for final selection and funding of projects. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

The Proposer must demonstrate that the project will result in emission reductions in order to be eligible for funding. The Proposer must state the location of the project and whether funds are being requested for use in an EJ area, in close proximity (six miles) of the power plant, or elsewhere in the AQMD jurisdiction, or any combination thereof (include fractions of the project in each area).

<u>1. Project Evaluation Criteria</u>	<u>Points</u>
Experience and expertise of Proposer	30
Aids in achievement of AQMD's regional air quality goals and/or promotes long-term emission reduction technologies/strategies associated with state/federal regulatory clean air plans	30
Job creation within in the South Coast AQMD, preferably in the Coachella Valley	20
Effective use of funds	10
Secondary benefits, other than jobs	5
Community/government support letters	5
Total	100

Additional Points

Small Business or Small Business joint venture	10
DVBE or DVBE joint venture	10
Use of DVBE or Small Business subcontractors	7
Low-emission vehicle business	5
Local business (Non-EPA funded projects only)	5
Off-peak hours delivery business	2

The cumulative points awarded for small business, DVBE, use of small business or DVBE subcontractors, low-emission vehicle business, local business, and off-peak hours delivery business shall not exceed 15 points.

Note: The award of these additional points shall be contingent upon Proposer completing the Self-Certification section of Attachment A – Certifications and Representations and/or inclusion of a statement in the proposal self-certifying that Proposer qualifies for additional points as detailed above.

2. To receive additional points in the evaluation process for the categories of Small Business or Small Business Joint Venture, DVBE or DVBE Joint Venture or Local Business (for non-EPA funded projects), the proposer must submit a self-certification or certification from the State of California Office of Small Business Certification and Resources at the time of proposal submission certifying that the proposer meets the requirements set forth in Section III. To receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses. To receive points as a Low-Emission Vehicle Business, the proposer must demonstrate to the Executive Officer, or designee, that supplies and materials delivered to the AQMD are delivered in vehicles that operate on either clean-fuels or if powered by diesel fuel, that the vehicles have particulate traps installed. To receive points as an Off-Peak Hours Delivery Business, the proposer must submit, at proposal submission, certification of its commitment to delivering supplies and materials to AQMD between the hours of 10:00 a.m. and 3:00 p.m. The cumulative points awarded for small business, DVBE, use of Small Business or DVBE Subcontractors, Local Business, Low-Emission Vehicle Business and Off-Peak Hour Delivery Business shall not exceed 15 points.

The Procurement Section will be responsible for monitoring compliance of suppliers awarded purchase orders based upon use of low-emission vehicles or off-peak traffic hour delivery commitments through the use of vendor logs which will identify the contractor awarded the incentive. The purchase order shall incorporate terms which obligate the supplier to deliver materials in low-emission vehicles or deliver during off-peak traffic hours. The Receiving department will monitor those qualified supplier deliveries to ensure compliance to the purchase order requirements. Suppliers in non-compliance will be subject to a two percent of total purchase order value penalty. The Procurement Manager will adjudicate any disputes regarding either low-emission vehicle or off-peak hour deliveries.

- B. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time.
- C. The Executive Officer or Governing Board may award the contract to a proposer other than the proposer receiving the highest rating in the event the Governing Board determines that another proposer from among those technically qualified would provide the best value to AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid

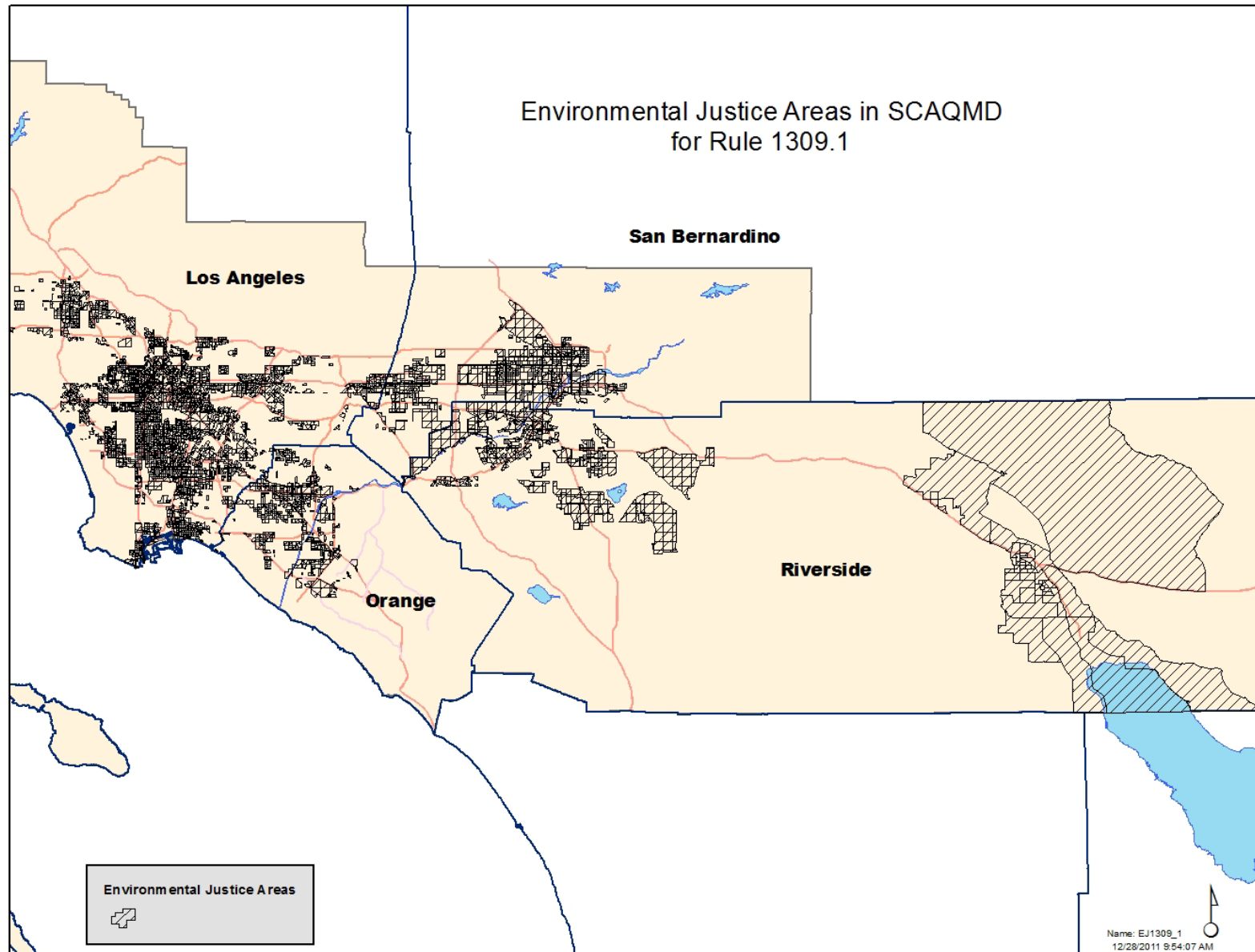
review process. Evidence provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal.

- D. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.
- E. The Governing Board has approved a Bid Protest Procedure which provides a process for a bidder or prospective bidder to submit a written protest to the AQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to the AQMD Procurement Department.
- F. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.
- G. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.
- H. Upon mutual agreement of the parties of any resultant contract from this RFP, the original contract term may be extended.

SECTION X: FUNDING

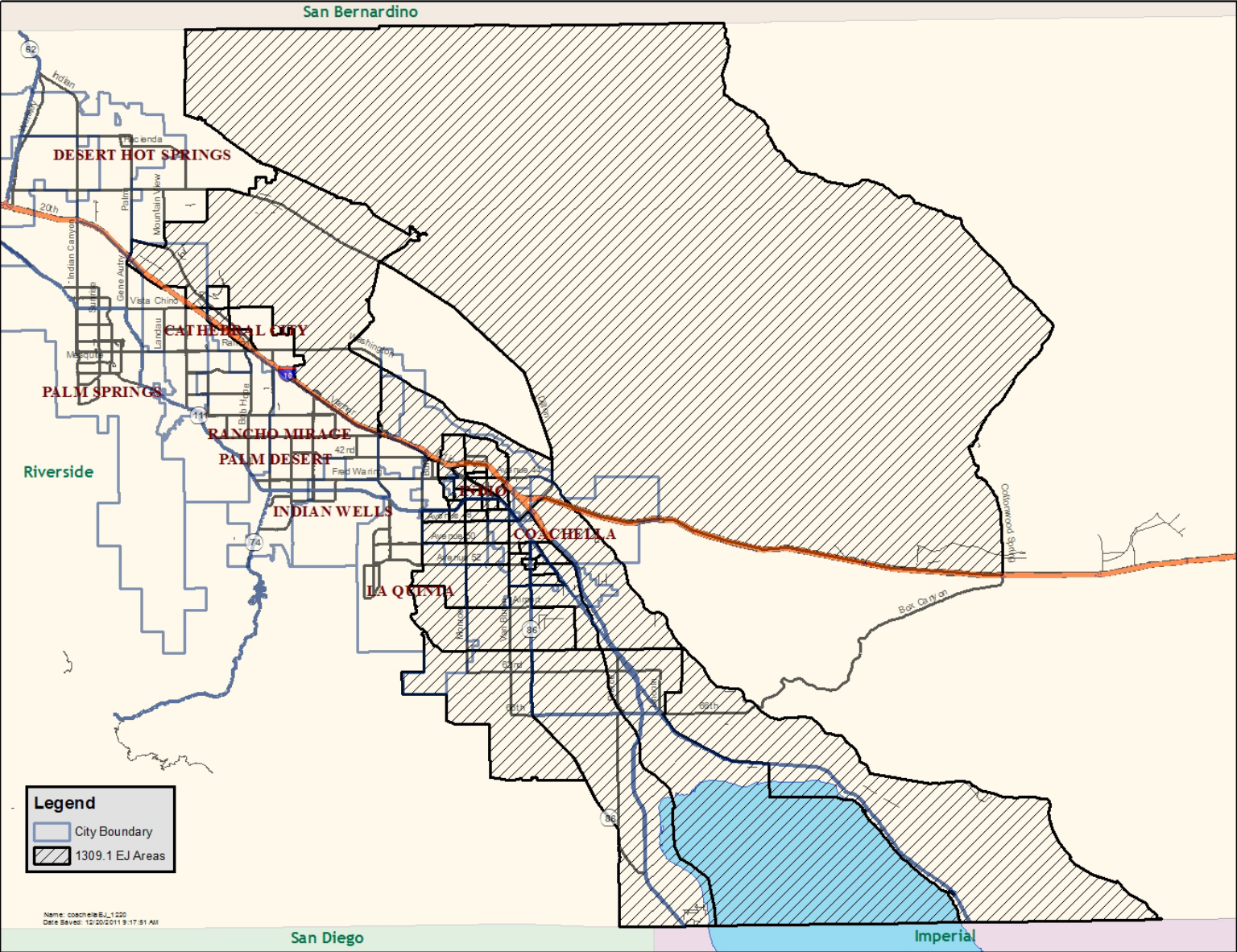
The total funding for the work contemplated by this RFP will be a maximum \$53 Million.

SCAQMD Environmental Justice Areas Pursuant to AB 1318



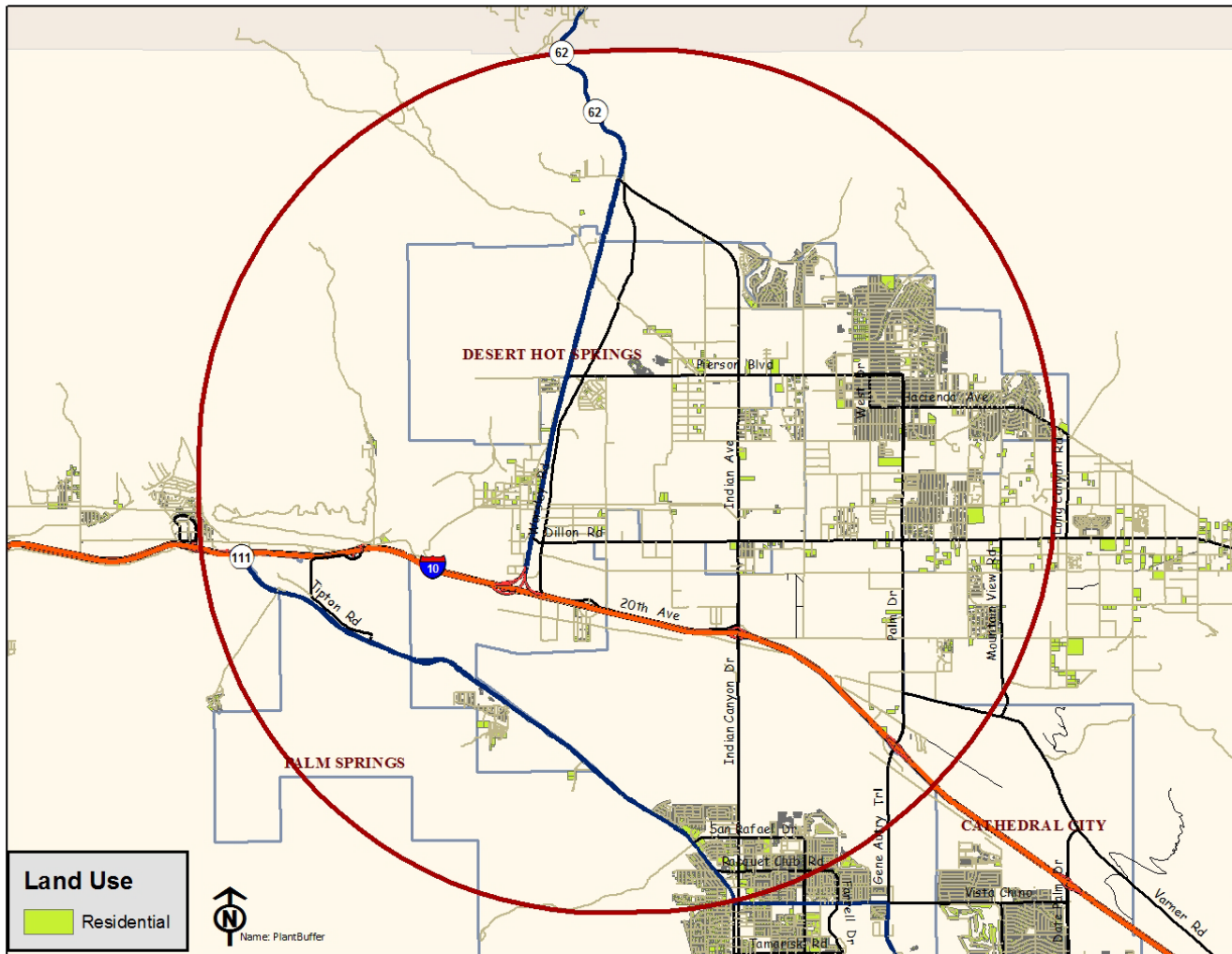
The map is for illustrative purposes only. Qualifying projects must be in areas defined in AB 1318 as being in 10% poverty AND exposure to 46 $\mu\text{g}/\text{m}^3$ PM10 concentration OR cancer risk of 1,000:1 Million.

Coachella Valley-Specific Environmental Justice Areas Pursuant to AB 1318



The map is for illustrative purposes only. Quantifying projects must be in areas defined in AB 1318 as being in 10% poverty AND exposure to 40 µg/m³ PM10 concentration.

Six-Mile Radial Distance from Power Plant Project



DRAFT CONTRACT (Provided as a sample only)



**South Coast
Air Quality Management District**



1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and *** (referred to here as "CONTRACTOR") whose address is ***.

2. RECITALS
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
 - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
 - D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.

3. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
 - B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
 - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
 - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.
 - E. CONTRACTOR shall post a performance bond in the amount of *** Dollars (\$***) from a surety authorized to issue such bonds within the State. **[USE IF REQUIRED]**
 - F. AQMD has the right to review the terms and conditions of the performance bond and to request modifications thereto which will ensure that AQMD will be compensated in the event CONTRACTOR fails to perform and also provides AQMD with the opportunity to review the qualifications of the entity

designated by the issuer of the performance bond to perform in CONTRACTOR's absence and, if necessary, the right to reject such entity. [USE IF REQUIRED]

G. CONTRACTOR shall ensure, through its contracts with any subcontractor(s), that employees and agents performing under this Contract shall abide by the requirements set forth in this clause.

4. TERM - The term of this Contract is from the date of execution by both parties (or insert date) to ***, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties.

5. TERMINATION

A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.

B. AQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Agreement and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.

C. CONTRACTOR shall be paid in accordance with this Agreement for all work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Agreement with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

6. INSURANCE

A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.

B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.

C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.

D. CONTRACTOR shall furnish evidence to AQMD of Professional Liability Insurance with an aggregate limit of not less than \$5,000,000. [OPTIONAL FOR PROFESSIONAL SERVICES]

- E. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- F. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
- G. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

7. **INDEMNIFICATION** - CONTRACTOR agrees to hold harmless and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, lawsuits, demands, judgments, legal fees or any other expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage arising from the negligent or intentional conduct or omission of CONTRACTOR, its employees, its subcontractors, or its agents in the performance of this Contract.

8. **CO-FUNDING [USE IF REQUIRED]**

- A. CONTRACTOR shall obtain co-funding as follows: *****, *** Dollars (\$***); ***, *** Dollars (\$***); ***, *** Dollars (\$***); ***, *** Dollars (\$***); ***, *** Dollars (\$***); and ***, *** Dollars (\$***).**
- B. If CONTRACTOR fails to obtain co-funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.
- C. CONTRACTOR shall provide co-funding in the amount of ***** Dollars (\$***)** for this project. If CONTRACTOR fails to provide this co-funding, then AQMD reserves the right to renegotiate or terminate this Contract.

9. **PAYMENT**

[FIXED PRICE]-use this one or the T&M one below.

- A. AQMD shall pay CONTRACTOR a fixed price of ***** Dollars (\$***)** for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: *******.
- B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD. **[OPTIONAL]**
- C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

[T & M]-use this one or the Fixed Price one above.

- A. AQMD shall pay CONTRACTOR a total not to exceed amount of ***** Dollars (\$***)**, including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead,

and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: ***.

- B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars (\$1,000) upon prior written approval from AQMD. Reallocation of costs in excess of One Thousand Dollars (\$1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.
- C. AQMD's payment of invoices shall be subject to the following limitations and requirements:
 - i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR). AQMD's reimbursement of travel expenses and requirements for supporting documentation are listed below.
 - ii) CONTRACTOR's failure to provide receipts shall be grounds for AQMD's non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
 - iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.
- D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by AQMD in writing.
 - i) AQMD's reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
 - Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
 - Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.
 - Lodging - Up to One Hundred Fifty Dollars (\$150) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.
 - Meals - Daily allowance is Fifty Dollars (\$50.00).
 - ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
 - Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.
 - Meals - Meals billed in excess of \$50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.
 - Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate
 - Other travel-related expenses - Receipts are required for all individual items.
- E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

10. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.

- A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.

B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

11. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: ***

CONTRACTOR: ***

Attn: ***

12. EMPLOYEES OF CONTRACTOR

- A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- C. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

13. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.

- D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
- E. Take at CONTRACTOR expense, but at AQMD's option and in any event under AQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

14. PUBLICATION

- A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

16. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.

17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
18. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
19. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
20. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
22. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
23. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
25. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
26. CITIZENSHIP AND ALIEN STATUS
 - A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and

document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.

- B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

- 27. FEDERAL FAIR SHARE POLICY - As a recipient of Environmental Protection Agency (EPA) grant funds, AQMD is required to flow down to all of its contractors the provisions of 40 CFR Section 31.36(e) which addresses affirmative steps for contracting with small-and-minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR agrees to comply with these provisions.
- 28. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD's District Counsel's office. **[USE IF REQUIRED]**
- 29. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS **[OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING]** - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the AQMD, CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

[OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH NON-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - Beginning with CONTRACTOR's current fiscal year and continuing through the term of this Contract, CONTRACTOR shall have a single or program-specific audit conducted in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), if CONTRACTOR expended Five Hundred Thousand Dollars (\$500,000) or more in a year in Federal Awards. Such audit shall be conducted by a firm of independent accountants in accordance with Generally Accepted Government Audit Standards (GAGAS). Within thirty (30) days of Contract execution, CONTRACTOR shall forward to AQMD the most recent A-133 Audit Report issued by its independent auditors. Subsequent A-133 Audit Reports shall be submitted to the AQMD within thirty (30) days of issuance.

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding

the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

30. OPTION TO EXTEND THE TERM OF THE CONTRACT - AQMD reserves the right to extend the contract for a one-year period commencing ***** (enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. **[USE IF REQUIRED]**
31. KEY PERSONNEL - *insert person's name* is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by AQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by AQMD. AQMD reserves the right to interview proposed substitute key personnel. **[USE IF REQUIRED]**
32. PREVAILING WAGES – **[USE FOR INFRASTRUCTURE PROJECTS]** CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
33. APPROVAL OF SUBCONTRACT
 - A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
 - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
 - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.
34. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or

warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ***

By: _____ By: _____
Barry R. Wallerstein, D.Env., Executive Officer Name:
Dr. William A. Burke, Chairman, Governing Board Title:

Date: _____ Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: _____

ATTACHMENT A

CERTIFICATIONS AND REPRESENTATIONS

SCAQMD Environmental Justice Areas Pursuant to AB 1318



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Business Information Request

Dear SCAQMD Contractor/Supplier:

The South Coast Air Quality Management District (SCAQMD) is committed to ensuring that our contractor/supplier records are current and accurate. If your firm is selected for award of a purchase order or contract, it is imperative that the information requested herein be supplied in a timely manner to facilitate payment of invoices. In order to process your payments, we need the enclosed information regarding your account. **Please review and complete the information identified on the following pages, complete the enclosed W-9 form, remember to sign both documents for our files, and return them as soon as possible to the address below:**

**Attention: Accounts Payable, Accounting Department
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178**

If you do not return this information, we will not be able to establish you as a vendor. This will delay any payments and would still necessitate your submittal of the enclosed information to our Accounting department before payment could be initiated. Completion of this document and enclosed forms would ensure that your payments are processed timely and accurately.

If you have any questions or need assistance in completing this information, please contact Accounting at (909) 396-3777. We appreciate your cooperation in completing this necessary information.

Sincerely,

Michael B. O'Kelly
Chief Financial Officer

DH:tm

Enclosures: Business Information Request
Disadvantaged Business Certification
W-9
Federal Contract Debarment Certification
Campaign Contribution Disclosure



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

BUSINESS INFORMATION REQUEST

Business Name	
Division of	
Subsidiary of	
Website Address	
Type of Business <i>Check One:</i>	<input type="checkbox"/> Individual <input type="checkbox"/> DBA, Name _____, County Filed In _____ <input type="checkbox"/> Corporation, ID No. _____ <input type="checkbox"/> LLC/LLP, ID No. _____ <input type="checkbox"/> Other _____

REMITTING ADDRESS INFORMATION

Address			
City/Town			
State/Province		Zip	
Phone	() - Ext	Fax	() -
Contact		Title	
E-mail Address			
Payment Name if Different			

All invoices must reference the corresponding Purchase Order Number(s)/Contract Number(s) if applicable and mailed to:

**Attention: Accounts Payable, Accounting Department
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178**

DISADVANTAGED BUSINESS CERTIFICATION

Federal guidance for utilization of disadvantaged business enterprises allows a vendor to be deemed a small business enterprise (SBE), minority business enterprise (MBE) or women business enterprise (WBE) if it meets the criteria below.

- is certified by the Small Business Administration or
- is certified by a state or federal agency or
- is an independent MBE(s) or WBE(s) business concern which is at least 51 percent owned and controlled by minority group member(s) who are citizens of the United States.

Statements of certification:

As a prime contractor to the SCAQMD, _____ (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 31.36(e), and will follow the six affirmative steps listed below **for contracts or purchase orders funded in whole or in part by federal grants and contracts.**

1. Place qualified SBEs, MBEs, and WBEs on solicitation lists.
2. Assure that SBEs, MBEs, and WBEs are solicited whenever possible.
3. When economically feasible, divide total requirements into small tasks or quantities to permit greater participation by SBEs, MBEs, and WBEs.
4. Establish delivery schedules, if possible, to encourage participation by SBEs, MBEs, and WBEs.
5. Use services of Small Business Administration, Minority Business Development Agency of the Department of Commerce, and/or any agency authorized as a clearinghouse for SBEs, MBEs, and WBEs.
6. If subcontracts are to be let, take the above affirmative steps.

Self-Certification Verification: Also for use in awarding additional points, as applicable, in accordance with SCAQMD Procurement Policy and Procedure:

Check all that apply:

- Small Business Enterprise/Small Business Joint Venture Women-owned Business Enterprise
 Local business Disabled Veteran-owned Business Enterprise/DVBE Joint Venture
 Minority-owned Business Enterprise

Percent of ownership: _____ %

Name of Qualifying Owner(s): _____

I, the undersigned, hereby declare that to the best of my knowledge the above information is accurate. Upon penalty of perjury, I certify information submitted is factual.

NAME	TITLE
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TELEPHONE NUMBER	DATE
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DEFINITIONS

Disabled Veteran-Owned Business Enterprise means a business that meets all of the following criteria:

- is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
- the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
- is a sole proprietorship, corporation, partnership, or joint venture with its primary headquarters office located in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

Joint Venture means that one party to the joint venture is a DVBE and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that DVBE will receive at least 51 percent of the project dollars.

Local Business means a business that meets all of the following criteria:

- has an ongoing business within the boundary of the SCAQMD at the time of bid application.
- performs 90 percent of the work within SCAQMD's jurisdiction.

Minority-Owned Business Enterprise means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more minority persons or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons.
- is a business whose management and daily business operations are controlled or owned by one or more minority person.
- is a business which is a sole proprietorship, corporation, partnership, joint venture, an association, or a cooperative with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

"Minority" person means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, or Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, or Taiwan).

Small Business Enterprise means a business that meets the following criteria:

- a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - **A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or**
 - A manufacturer with 100 or fewer employees.
- b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 - 2) Classified between Codes 311000 to 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.

Small Business Joint Venture means that one party to the joint venture is a Small Business and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that the Small Business will receive at least 51 percent of the project dollars.

Women-Owned Business Enterprise means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										

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

Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded domestic entity that has a foreign owner* must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SCAQMD Environmental Justice Areas Pursuant to AB 1318



CAMPAIGN CONTRIBUTIONS DISCLOSURE

California law prohibits a party, or an agent, from making campaign contributions to AQMD Governing Board Members or members/alternates of the Mobile Source Pollution Reduction Committee (MSRC) of \$250 or more while their contract or permit is pending before the AQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor's contract or permit. Gov't Code §84308(d). For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling \$250 or more in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c). When abstaining, the Board Member or members/alternates of the MSRC must announce the source of the campaign contribution on the record. *Id.* The requirement to abstain is triggered by campaign contributions of \$250 or more in total contributions of the bidder or contractor, *plus* any of its parent, subsidiary, or affiliated companies. 2 C.C.R. §18438.5.

In accordance with California law, bidders and contracting parties are required to disclose, at the time the application is filed, information relating to any campaign contributions made to Board Members or members/alternates of the MSRC, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 C.C.R. §18438.8(b).

The list of current AQMD Governing Board Members can be found at the AQMD website (www.aqmd.gov). The list of current MSRC members/alternates can be found at the MSRC website (<http://www.cleantransportationfunding.org>).

SECTION I. Please complete Section I.

Contractor:

RFP #: 2012-17

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor: (*See definition below*).

SECTION II

Has contractor and/or parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a current member of the South Coast Air Quality Management Governing Board or members/alternates of the MSRC in the 12 months preceding the date of execution of this disclosure?

DEFINITIONS

Parent, Subsidiary, or Otherwise Related Business Entity.

- (1) *Parent subsidiary. A parent subsidiary relationship exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.*

- (2) *Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent subsidiary relationship are otherwise related if any one of the following three tests is met:*
 - (A) *One business entity has a controlling ownership interest in the other business entity.*
 - (B) *There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:*
 - (i) *The same person or substantially the same person owns and manages the two entities;*
 - (ii) *There are common or commingled funds or assets;*
 - (iii) *The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;*
 - (iv) *There is otherwise a regular and close working relationship between the entities; or*
 - (C) *A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.*

2 Cal. Code of Regs., §18703.1(d).