

BOARD MEETING DATE: January 7, 2011

AGENDA NO. 5

PROPOSAL: Recognize Funds and Approve Issuance of Program Announcement for FY 2008-09 “Year 2” Proposition 1B-Goods Movement Program

SYNOPSIS: On June 24, 2010, CARB allocated \$110 million to the AQMD under the FY 2008-09 “Year 2” Proposition 1B-Goods Movement Program for implementation of projects in the Los Angeles/Inland Empire trade corridor. These actions are to recognize up to \$110 million under the Proposition 1B-Goods Movement Program and to approve the release of a Program Announcement to solicit projects in the funding category of ships at berth and cargo handling equipment in an amount not to exceed \$61.3 million from the FY 2008-09 Proposition 1B-Goods Movement Program funds.

COMMITTEE: Not Applicable

RECOMMENDED ACTIONS:

1. Recognize up to \$110 million in FY 2008-09 Proposition 1B-Goods Movement Program funds from CARB and place them into the AQMD’s Proposition 1B-Goods Movement Program Fund (81); and
2. Approve issuance of Program Announcement #PA2011-06 to solicit projects in the funding category of ships at berth and cargo handling equipment in the amount of \$61.3 million under the FY 2008-09 Proposition 1B-Goods Movement Emission Reduction Program.

Barry R. Wallerstein, D.Env.
Executive Officer

Background

On June 24, 2010, CARB awarded \$110 million in FY 2008-09 “Year 2” Proposition 1B-Goods Movement Program funds to the AQMD for implementation of eligible goods movement emission reduction projects in the Los Angeles/Inland Empire trade corridor. These funds are distributed in three main project categories: \$42.5 million for heavy-duty diesel trucks, \$6.2 million for diesel freight locomotives, and \$61.3 million for ships at berth and cargo handling equipment. The eligibility criteria and other program requirements for the FY 2008-09 funds are specified in the Final 2010 Guidelines for Implementation adopted by CARB in March 2010.

Proposal

This action is to recognize up to \$110 million of FY 2008-09 “Year 2” Proposition 1B-Goods Movement Program funds from CARB and place them into the AQMD Proposition 1B-Goods Movement Program Fund (81).

This action is also to approve the release of the attached Program Announcement (PA2011-06) for projects in the category of ships at berth and cargo handling equipment in an amount not to exceed \$61.3 million from the Proposition 1B-Goods Movement Program Fund (81). This Program Announcement applies to ports and intermodal rail yards located in the Los Angeles/Inland Empire trade corridor and Port Hueneme. CARB, the AQMD, and the Ventura County APCD have agreed that AQMD will administer the project at Port Hueneme. The types of projects that may be eligible for funding under this Program Announcement include: shore power, ship emissions capture and control systems, the repower of rubber-tired gantry cranes with electric or zero-emission power systems, and the replacement of diesel yard trucks with new electric or zero-emission yard trucks. The eligibility criteria and program requirements for projects in this funding category are specified in the Proposition 1B: Goods Movement Emission Reduction Program Final 2010 Guidelines for Implementation.

Outreach

In accordance with AQMD’s Procurement Policy and Procedure, a public notice advertising the RFP/RFQ and inviting bids will be published in the Los Angeles Times, the Orange County Register, the San Bernardino Sun, and Riverside County Press Enterprise newspapers to leverage the most cost-effective method of outreach to the entire South Coast Basin.

Additionally, potential bidders may be notified utilizing AQMD’s own electronic listing of certified minority vendors. Notice of the RFP/RFQ 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>). Information is also available on AQMD’s bidder’s 24-hour telephone message line (909) 396-2724.

Benefits to AQMD

The successful implementation of projects in the category of ships at berth and cargo handling equipment will reduce NOx, PM and other pollutant emissions in a cost-effective and expeditious manner which will help achieve the goals of the 2007 AQMP. The new equipment funded under this program is expected to operate for many years which will provide long-term emission reduction benefits at the Ports and in the region.

Resource Impacts

Total funding for this program shall not exceed \$61.3 million from the Proposition 1B-Goods Movement Program Fund (81).

Attachment

Program Announcement #PA2011-06

ATTACHMENT 1

AQMD PROGRAM ANNOUNCEMENT SHIPS-AT-BERTH & CARGO HANDLING EQUIPMENT (CHE) EMISSIONS REDUCTION PROGRAM

PA #2011-06

The South Coast Air Quality Management District (AQMD) is seeking proposals for eligible projects that reduce emissions from ships at berth and cargo handling equipment (CHE). In this Program Announcement (PA), the words “Proposer,” “Applicant,” and “Contractor” are used interchangeably.

SECTION I – PROGRAM OVERVIEW

INTRODUCTION

The diesel pollution from current goods movement operations greatly impacts the health of community residents in the Los Angeles/Inland Empire region, which has the largest concentration of goods movement facilities (e.g., ports and rail yards) in California. The result has been major health risks associated with very high regional levels of ozone and fine particulate (PM_{2.5}) pollution. The Proposition 1B: Goods Movement Emission Reduction Program (hereafter “Program”) targets emissions from ocean-going vessels while at berth as well as specific cargo handling equipment (CHE) operated at a port or intermodal rail yard facility, which are major contributors of diesel air pollution. This program is also available to project proposals at Port Hueneme.

There are five project options for the Program:

Ships-At-Berth

1. **Grid-Based Shore Power** – The Program will fund up to 50 percent of eligible shore-side costs to install permanent, grid-based electrical power at a cargo ship berth not exceeding the following maximum program funding amount based on project completion date:
 - a. \$3.5 million for each project completed and operational by January 1, 2012
 - b. \$3.0 million for each project completed and operational by January 1, 2013
 - c. \$2.5 million for each project completed and operational by January 1, 2014
2. **Non-Grid-Based Shore Power** – The Program will fund up to \$200,000 per megawatt (MW) of the eligible costs of an electricity generating unit (portable or fixed) that provides power at a cargo ship berth(s). Only zero emission units (i.e., fuel cell, solar), or natural gas-fueled engines equipped with selective catalytic reduction (SCR) to control NOx emissions are eligible.
3. **Ship Emission Capture and Control Systems** – The Program will fund up to: 1) 50% of the eligible costs, or 2) a level commensurate with a cost-effectiveness of at least 1.0 lbs/State dollar, whichever is lower, for the purchase and installation of a ship emissions capture and control system (a.k.a. hood or bonnet) that reduces diesel PM and NOx emissions by at least 85% from ships at berth. Only commercially-available units that

have ARB-approved capture and treatment efficiency rates for PM and NOx consistent with ARB's Ships At-Berth Rule are eligible for funding; this must be supported by documentation in the application.

Cargo Handling Equipment

1. Repower RTG Crane with Electric or Zero-Emission Power System – The Program will fund up to: 1) 50% of the eligible costs, or 2) \$100,000/crane, whichever is lower, to repower the diesel engine with an electric or zero-emission power system.
2. Electric or Zero-Emissions Yard Truck – The Program will fund up to: 1) 50% of the eligible costs, or 2) \$50,000/truck, whichever is lower, to replace a yard truck equipped with MY2004-2006 off-road diesel engine with a new electric or zero-emission yard truck.

For purposes of this Program, a berth is defined as a mooring designed to accommodate loading or unloading of one ship at a time.

GENERAL PROGRAM INFORMATION

The purpose of this announcement is to solicit proposals for eligible projects in the category of Ships-At-Berth and Cargo Handling Equipment as defined by the Proposition 1B - Goods Movement Emission Reduction Program. Each proposal will be reviewed for application completeness. Only complete applications will be evaluated for program eligibility. All eligible projects will be competitively ranked based on the criteria set forth in the Proposition 1B: Goods Movement Emission Reduction Program Guidelines dated March 25, 2010 (Program Guidelines) which are available from the California Air Resources Board's (CARB's) Goods Movement Program website located at <http://www.arb.ca.gov/bonds/gmbond/gmbond.htm>.

The projects will also be evaluated based on CARB's Supplemental Procedures for Ships at Berth and Cargo Handling Equipment Projects. The latest version is also available on CARB's website located at <http://www.arb.ca.gov/bonds/gmbond/gmbond.htm>.

Each project will compete with other projects in the same category of ships at berth and cargo handling equipment in accordance with the competitive ranking and selection process outlined in the Program Guidelines. It is each applicant's responsibility to read the Proposition 1B Program Guidelines in addition to this PA to ensure that the submitted application is complete containing all required information and the project meets all program requirements at the time of submittal to AQMD.

During the evaluation period, AQMD may contact applicants for clarification and/or additional information needed to verify program eligibility. AQMD is not required to notify the applicant to collect information that is missing from the application. At AQMD's discretion, consultants to the AQMD may conduct all or part of such evaluation and/or verification. Data verification during the evaluation and contracting process may cause initial cost-effectiveness rankings and associated awards to change. Furthermore, the AQMD reserves the right to make adjustments to the rank list and awards based on AQMD's verification of project information.

Applicants (such as seaports, railroads, terminal operators and/or other entities) are prohibited from participating in the application review, evaluation and development of the competitive ranked list.

Program funds will be disbursed to the equipment owner upon submittal of the required invoice documentation (including backup material) to AQMD and after the project is demonstrated to the AQMD inspector to be fully operational and powering at least one ship docked at the berth prior to the project completion date.

Program funds will not be provided for financing or progress payments.

All grant funds will be forfeited by AQMD for any ships at berth project that is not complete and demonstrated to be fully operational by December 31, 2013.

PROGRAM HIGHLIGHTS

General

- Any Ships-At-Berth or Cargo Handling Equipment project that is listed as a mitigation measure as part of a final, certified California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) document is **not eligible** for funding.
- The project shall be subject to a pre- and post-inspection by AQMD. The pre-inspection shall be conducted at the project site and occur no more than 30 calendar days prior to execution of the contract. The purpose of the pre-inspection is to verify no work has started that would cause the project to become ineligible for Program funds. The post-inspection shall be conducted to verify the project was installed according to the contract requirements, complies with the Program Guidelines, and is fully operational. For more information about the post-inspection requirements, see the following pages in the Program Guidelines: page C-8 for Ships-At-Berth projects and page E-7 for Cargo Handling Equipment projects.
- Any tax obligation associated with the award is the responsibility of the grantee. Individuals or companies receiving grant funding will be issued a 1099-G form by AQMD for the full grant award amount.
- Must comply with all local permitting requirements, if applicable.
- Agree to accept an on-board monitoring unit at any time during the project life, if applicable.

Small Business Outreach

- The equipment owner will be required to design and implement a targeted outreach program to encourage small businesses to participate in the construction, alteration, demolition, repair, or improvement of equipment funded by this Program. This requirement originates from State law and more information is included in the Program Guidelines (Chapter IV.A.2.d).

Grid-Based Shore Power Projects

- All grid-based shore power projects receiving Program funds must be installed and fully operational by no later than December 31, 2013, unless the contract requires an earlier implementation date.
- Eligible costs for grid-based shore power projects include design, engineering, and equipment necessary to purchase and install infrastructure to supply electrical power, utility construction, and costs associated with increasing the capacity of electrical power to the port.
- Ineligible costs for grid-based shore power projects include shipside modifications to accept shore-based electric power, consulting, environmental review, legal fees, permits, licenses and associated fees, taxes, metered costs, insurance, operation, maintenance and repair.
- At its own risk, the equipment owner may elect to proceed with certain preliminary work activities prior to execution of the contract without assurance of Program funding or priority for such funding.
- The following work activities related to planning, procurement and infrastructure upgrade **MAY** begin prior to the execution of the contract:
 - 1) Design
 - 2) Engineering
 - 3) Execution of design, procurement and/or installation contracts for any element of the project (equipment owner may proceed with contracts at its own risk with no assurance of Program funding)
 - 4) Ordering of any materials or equipment
 - 5) Installation of industrial station, substation(s), switchgear or other materials and equipment designed to increase the electrical power capacity available to the port for use at one or more berths (hereafter called “power upgrade project”). This work is typically an upgrade or addition to the existing 34kV or 12kV system and may also serve berths that are not funded under the Program
 - 6) Site preparation, grading, paving, excavation and trenching designed to accommodate materials, equipment or site access directly related to the power upgrade project work, and
 - 7) Activities related to ineligible project costs, including: environmental review, legal work, acquisition of permits and licenses, and shipside modifications.
- The following work activities **MAY NOT** begin prior to execution of the contract:
 - 1) Installation of materials, equipment pads, substation(s), transformer(s), switchgear and other equipment not directly related to the power upgrade project work,
 - 2) Installation of transmission lines, equipment or related work to connect the power upgrade project to a substation, transformer, vault, cable reel or other “downstream” device for a berth that will be funded by the Program (this work typically includes 34kV or 12kV transmission lines that run from the power upgrade project equipment to 6.6kV step-down voltage equipment and beyond),

- 3) Site preparation, grading, paving, excavation or trenching not directly related to the power upgrade project work, and
 - 4) Installation of vaults, plugs, cabling and cable reels designed to facilitate ship connections to the electricity grid.
- Grid-based shore power projects must commit to a project life of ten (10) years and comply with the required usage levels identified in the Program Guidelines:
 - At least 50% of the ship visits in 2012 to 2013 (if applicable)
 - At least 60% of the ship visits in 2014 to 2016
 - At least 80% of the ship visits in 2017 to 2019
 - At least 90% of the ship visits in 2020 and beyond
 - The equipment owner shall owe a non-performance penalty to the AQMD if the percentage of ship visits connected to grid-based shore power at the funded berth starting in 2014 does not meet the required usage levels.
 - The performance penalties will be assessed according to the calculation method described in the “Supplemental Procedures for Ships at Berth and Cargo Handling Equipment Projects” prepared by CARB.
 - The equipment owner must specify in writing to AQMD the option for assessing non-performance penalties and the selected option must be specified in the contract.

Non-Grid-Based Shore Power Projects

- All non-grid-based shore power projects receiving Program funds must be complete and fully operational within two (2) years after contracts are executed between AQMD and the grantee but no later than 12/31/2011 if the berth will serve any vessels regulated under CCR Section 93118.3, unless the contract requires an earlier implementation date (please note a non-grid based project serving a berth will serve any vessels that fall under the regulation (CCR Section 93118.3) is not required to meet the 12/31/2011 completion date. Such a project would only be bound by the requirements to liquidate funds within 2 years of equipment project contract execution).
- Eligible costs for non-grid-based shore power projects include equipment necessary to generate electrical power and connect the equipment to cargo ships at berth.
- Ineligible costs for non-grid-based shore power projects include construction and protection of infrastructure (e.g., natural gas lines) used to supply fuel for non-grid-based electrical generation, shipside modifications to accept electrical power, barge or other acquisition and modification for a portable system, design, engineering, consulting, environmental review, legal fees, permits, licenses and associated fees, taxes, utility construction or metered costs, insurance, operation, maintenance, and repair.
- Commit to a project life of five (5) years of 100% California operation at the following levels or greater (for the Port of Los Angeles and Port of Long Beach): 2,000 hours per year in 2012-2013 and 3,000 hours per year in 2014 and beyond.

- Perform source testing to measure the unit's emissions every 1,000 hours of operation, according to the source test requirements contained in ARB's Ships at Berth Rule.

Ship Emission Capture and Control System Projects

- All ship emission capture and control system projects receiving Program funds must be complete and fully operational within two (2) years after contracts are executed between AQMD and the grantee but no later than 12/31/2011 if the berth will serve any vessels regulated under CCR Section 93118.3, unless the contract requires an earlier implementation date.
- Eligible costs include purchase and installation of the emission treatment system and ducting, and hoods or bonnets necessary to connect to cargo ships at berth.
- Ineligible costs include shipside modifications to accept capture and control system, barge or other acquisition and modification for a portable system, design, engineering, consulting, environmental review, legal fees, permits, licenses and associated fees, taxes, utility construction or metered costs, insurance, operation, maintenance, and repair.
- Commit to a project life of 10 years of 100% operation within the four California trade corridors at the following minimum levels: 2,000 hours per year in 2012-2013; 3,000 hours per year in 2014-2016; 4,000 hours per year in 2017-2019; 4,500 hours per year in 2020 and beyond.
- Demonstrate system performance and efficiency with source testing prior to funding and annually thereafter by capturing emissions from a cargo ship at port. Performance measures include: (i) no visible emissions after bonnet is connected to the locomotive (opacity <20%); and (ii) establish overall system efficiency rate is at least 85% using ARB approved methods for flow rate (Methods 1 to 4), NO_x (ARB Method 100) and PM (ARB Method 5). Any alternative test methods must be approved by ARB.
- Obtain a ten (10) year manufacturer's warranty (including labor and materials) to repair and/or replace system component(s) as needed to correct any mechanical, electrical or control system equipment or installation problems which may cause significant loss of capture, treatment efficiency or usability. The manufacturer's warranty may exclude minor items that are subject to normal wear and tear if approved by ARB.

RTG Crane Repower Projects

- All CHE projects receiving Program funds must be complete and fully operational within eighteen (18) months after contract execution, unless the contract requires an earlier implementation date.
- Eligible costs include purchase and installation of a new electric engine and necessary parts for an existing RTG crane including directly related vehicle modifications.
- Ineligible costs include design, engineering, consulting, legal fees, license, registration, taxes, insurance, operation, maintenance, and repair.

- Commit to 15 years of 100% California operation in port or intermodal rail yard service in trade corridors.
- The existing RTG crane engine must be scrapped (rendered inoperable by a licensed dismantler) within 30 days of the new power system being placed into operation. See page E-5 of the Proposition 1B Guidelines for specific scrappage requirements for RTG crane repowers.
- Certify that there are no outstanding ARB violations associated with the equipment or the owner.
- Properly maintain the upgraded equipment in good operating condition and according to manufacturer's recommendations.
- Demonstrate proof of equipment warranty for the project life and insurance on the upgraded equipment.

Zero-Emission Yard Truck Replacement Projects

- All CHE projects receiving Program funds must be complete and fully operational within eighteen (18) months after contract execution, unless applicable regulations require an earlier implementation date.
- Eligible costs include purchase of a new electric or zero-emission yard truck.
- Ineligible costs include license, registration, taxes (other than federal excise and sales tax), insurance, operation, maintenance, and repair.
- Commit to five (5) years of 100% California operation in port or intermodal rail yard service in trade corridors.
- The existing yard truck being replaced must be scrapped (rendered inoperable by a licensed dismantler) within 30 days of the new vehicle being placed into operation. See pages E-5 and E-6 of the Proposition 1B Guidelines for specific scrappage requirements for electric yard truck replacement projects.
- Project needs to achieve two (2) years of early reductions. For fleets of 1-3 trucks, this means the project needs to be operational two (2) years before the applicable compliance date. For larger fleets, this means the Program-funded truck is not eligible to be counted as a compliant truck in the fleet percentage calculations for a 2-year period.
- Properly maintain the upgraded equipment in good operating condition and according to manufacturer's recommendations.
- Demonstrate proof of equipment warranty for the project life and insurance on the upgraded equipment.

PROGRAM ADMINISTRATION

The Program will be administered locally by the AQMD through the Technology Advancement Office.

FUNDING CATEGORIES AND LIMITS

Project Type	Funding Limits	Project Completion Date (including a demonstration that the project is fully operational)
Grid-Based Shore Power	\$3.5 million or 50% of eligible project costs, whichever is less	12/31/11
Grid-Based Shore Power	\$3.0 million or 50% of eligible project costs, whichever is less	12/31/12
Grid-Based Shore Power	\$2.5 million or 50% of eligible project costs, whichever is less	12/31/13
Non-Grid-Based Shore Power	Partial funding of up to \$200,000 per megawatt (MW) of eligible project costs	2 years from Contract Execution, but no later than 12/31/2011 (refer to page 5)
Ship Emissions Capture and Control System	Partial funding of up to the lower of 50% of the eligible costs or a level commensurate with a cost-effectiveness of at least 1.0 lbs/State dollar	2 years from Contract Execution, but no later than December 31, 2013
Zero-Emission RTG Crane Repower	Partial funding of up to the lower of 50% of the eligible cost or \$100,000/crane	18 months from Contract Execution
Zero-Emission Yard Truck Replacement	Partial funding of up to the lower of 50% of the eligible cost or \$50,000/truck	18 months from Contract Execution

SCHEDULE OF EVENTS

Release of PA #2011-06	January 7, 2011
All Applications Due by 1:00 pm	February 11, 2011
Anticipated Board Consideration of Awards	April 1, 2011
Expected Contract Execution Date	May 27, 2011

**ALL PROPOSALS MUST BE RECEIVED AT THE AQMD HEADQUARTERS
NO LATER THAN 1:00 P.M. ON FRIDAY, FEBRUARY 11, 2011**

Postmarks will not be accepted. Faxed or e-mail proposals will not be accepted. Proposers may hand-deliver proposals to the AQMD by submitting the proposal to the AQMD Public

Information Center. The proposal will be date and time-stamped and the person delivering the proposal will be given a receipt.

STATEMENT OF COMPLIANCE

Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, require employers to agree not to unlawfully discriminate against any employee or applicant because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age. A statement of compliance with this clause is included in all AQMD contracts.

CONTACT FOR ADDITIONAL INFORMATION

Questions regarding the content or intent of this PA or procedural matters should be addressed to:

Mark Coleman
Air Quality Specialist
Science and Technology Advancement
South Coast Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765
(909) 396- 3074/3252 FAX

SECTION II - APPLICATION, WORK STATEMENT, AND DELIVERABLES

Application Requirements

A complete application must be submitted to AQMD by no later than the application deadline (by 1:00pm on Friday, February 11, 2011) to be considered for program funding. It is the applicant's responsibility to ensure the application contains all the required information at the time of submittal to the AQMD. The AQMD is not required to contact the applicant to obtain required information that is missing from the application. The application forms are provided in the appendices of this program announcement. The application forms are listed below:

Appendix A-1 – Application for Ships-At-Berth Projects

Appendix A-2 – Application for Cargo Handling Equipment Projects

The applicant should be aware that the application forms require certain information (such as a project description, project schedule and project cost information) to be provided as attachments to the application form. The application form and all required attachments must be completed and submitted to AQMD by the application deadline.

Applicants must sign the Application form indicating their understanding of the requirements for submittal of additional project information if needed to enable AQMD to finalize a contract and that all vehicles, engines or equipment must be in operation within certain time periods as prescribed in this PA. **Unsigned applications will be deemed ineligible and will NOT be considered for funding.**

Work Statement

As part of the contract execution, a scope of work will be provided to all grantees that include tasks and deliverables demonstrating compliance with the requirements of the Program as administered by AQMD. Detailed requirements will be provided in the contract to be executed but below are the minimum criteria for projects that reduce emissions from ships at berth and eligible CHE.

- Commit to the project life specified for the project.
- Adhere to all program requirements during the full project life.
- Properly maintain all equipment in good operating condition and according to manufacturer's recommendations.
- Agree to accept an on-board electronic monitoring unit at any time during the contract term (if applicable).
- Agree to equipment inspections.
- Comply with record-keeping*, reporting, and audit requirements.
- Sign a legally binding contract with the AQMD and the port (when required) including a commitment to meet the project milestone completion deadlines.
- Demonstrate proof of equipment warranties as required and comprehensive insurance on new equipment. For non-grid-based projects, a five year manufacturer's warranty (ten years for ship emission capture and control systems), which includes labor and materials must be obtained to repair and/or replace system component(s) as needed to correct any mechanical, electrical or control system equipment or installation problems resulting in significant loss of usability (or a reduction in capture rate and/or treatment efficiency, in the case of ship emission capture and control systems). The manufacturer's warranty may exclude minor items that are subject to normal wear and tear if approved by CARB.
- Comply with local permitting requirements.

**Equipment owners / grantees are required to retain, at minimum, all documents, invoices, and correspondence associated with the application, award, contract, purchase, installation, equipment operation, (and if applicable, registration, insurance, and warranty), and reporting for at least two years after the end of equipment project contract term or three years after final payment, whichever is later. Records shall be readily available and accessible to AQMD, CARB, or their designee upon request for the purposes of ongoing evaluations or auditing.*

Deliverables

Upon receiving notification of award, equipment owners / grantees will be sent AQMD's contract that meets requirements under the Proposition 1B Program. This contract will clearly list requirements of the equipment owner/grantee to assist in monitoring the project including the submittal of progress reports at least quarterly until the project is fully operational. Grantees shall also be responsible for annual reporting for the term of the contract that includes, but is not limited to the following, where applicable:

- Contact information (owner name, company, primary contact, address, phone, etc.).

- Equipment description.
- Electric power system or yard truck make, model, model year, serial number, and power rating.
- Annual hours of operation.
- Port and terminal/berth/rail yard name(s)/identifier(s).
- Date and location of equipment installation.
- Type, name and Lloyd's number for each vessel utilizing the berth/system.
- Total ship visits utilizing the berth (or the capture and control system, by berth).
- Documentation of electricity usage at berth as well as any episodes of electrical service interruption by the local utility company (for grid-based shore power project)
- Power, in megawatts, supplied to the vessels and date as well as a description of any equipment failure that prevented a ship from using the shore-based power (for non-grid-based shore power project).
- For ship emission capture and control system projects, provide the power usage (kW-hr) to run the hood and source of power (grid- vs. non-grid-based), as well as the natural gas usage (if any) for heating the SCR duct burner.
- Summary of maintenance, source testing (where applicable) and inspections conducted.
- Signed certification statement that the project was operated in accordance with the signed contract and that all information submitted is true and accurate.
- Project records must be retained for at least two years after contract expiration or three years after final project payment, whichever is later.
- Other information upon request by AQMD.
- Summary of source testing results (for non-grid-based power and ship emissions captured and control systems).
- Date and description of any equipment failure that prevented a ship from using the system to reduce emissions.

SECTION III - PROPOSAL SUBMITTAL REQUIREMENTS

Proposers **must** complete the appropriate application forms (including all attachments requested in the application form), which are included in the Appendices. In addition, Conflict of Interest and Project Cost information, as described below, must also be submitted with the application. It is the responsibility of the proposer to ensure that all information submitted is accurate and complete. Use the checklist provided in the Appendices to ensure all application elements are submitted.

CONFLICT OF INTEREST

Applicants must address any potential conflicts of interest with other clients affected by actions performed by the firm on behalf of the AQMD. Although the proposer will not be automatically disqualified by reason of work performed for such firms, the AQMD reserves the right to

consider the nature and extent of such work in evaluating the proposal. Conflicts of interest will be screened on a case-by-case basis by the AQMD District Counsel's Office. Conflict of interest provisions of the state law, including the Political Reform Act, may apply to work performed pursuant to this contract. Please discuss potential conflicts of interest on the application form entitled "Contracting Statements".

PROJECT COST

Applicants must provide itemized cost information for the project eligible expenses as part of the application. The project cost information should clearly specify the following:

- Total project cost
- Program dollars requested
- Source and amounts of other funding (private, local, other State, federal)
- Request for a direct payment to vendor (if applicable)
- Documentation of match funding availability

All project eligible costs must be clearly indicated in the application. In addition, applicants shall include all sources of co-funding and the amount of each co-funding source in the application. As outlined in the Chapter VI.D.5 of the Program Guidelines, project applicants must list in their application all sources of matching funds from other State, local, federal or private sources that will be used to supplement the grant funding.

Prior to execution of the contract with AQMD, equipment owners shall verify the specific source(s) of the match funds and certify that these funds are available to complete the entire project since the Proposition 1B Program provides funding for only a portion of the project costs after the project is complete and demonstrated to be operational. This certification can be satisfied by a written statement from the equipment owner's Board or Chief Executive Officer for any match funds to be provided by the equipment owner and, if applicable, must also include written commitment(s) that document the availability of any outside source(s) of funding.

PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth herein. Failure to adhere to these specifications may be cause for rejection of the proposal without evaluation.

Application Forms: For each project, all application forms (including the attachments requested in the application forms) must be completed and submitted with other required documents (i.e., Certifications and Representations) discussed below and provided in the corresponding appendices.

Certifications and Representations: Appendix D of this PA consists of five forms that must be completed and returned with the application. Note that you should not return a copy of Appendix C, the sample contract. The sample contract is provided in this program announcement for information purposes only.

Due Date - The proposer shall submit **three (3) complete copies of the application** in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the proposer and the words "**Program Announcement PA #2011-06.**" All proposals/applications shall be

submitted in an environmentally friendly format: stapled, not bound, black and white print; no three-ring, spiral, or plastic binders, and no card stock or colored paper. Applicants shall also submit an electronic copy of the application on a CD-ROM.

All proposals must be received by no later than **1:00 p.m. on Friday, February 11, 2011.** Applications received by AQMD after the deadline shall not be accepted by AQMD and will be returned to the applicant. Postmarks are not accepted as proof of deadline compliance. **Faxed or e-mailed proposals will not be accepted.** Proposals must be directed to:

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

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
- It is not signed by an individual authorized to represent the firm
- Does not include current cost quotes, Contractor Statement Forms or other forms required in this PA

Missing Information – AQMD is not required to contact the applicant to obtain missing application information. It is the responsibility of the applicant to ensure all required application information is submitted to AQMD by the application deadline.

Disposition of Proposals - The AQMD reserves the right to reject any or all proposals. All responses become the property of the 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 firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

SECTION IV – APPENDICES AND OTHER INFORMATION

Appendix A: Application Forms, including:

Application A-1 - Ships-At-Berth Projects

Application A-2 - Cargo Handling Equipment Projects

Appendix B: Application Statement

Appendix C: Sample Contract

Appendix D: Certifications and Representations (required to be submitted with each application)

APPLICATION PACKET CHECKLIST

THREE PAPER COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH THE APPLICATION:

For Ships-At-Berth Projects:

- Completed **Application A-1**, including the following attachments:
 - Attachment for Section 2.6 – Project Description
 - Attachment for Section 2.7 – Project Cost Information, including vendor quotes
 - Copy of CARB regulatory documents (if applicable) to demonstrate surplus emissions reductions from the project. These include, but are not limited to: the Terminal and Vessel plans that are required by the CARB regulation.
 - For Ship Emission Capture and Control System projects only, attach documentation of CARB’s approval of the system’s PM and NOx percent reduction.
 - For Ship Emission Capture and Control System projects only, provide Attachment for Section 5.5 –Emission Reduction Benefits
 - Attachment for Section 6.1 – Project Schedule

For Cargo Handling Equipment Projects:

- Completed **Application A-2**, including the following attachments:
 - Attachment for Section 2.2 – CHE Activity Documentation
 - Copy of CARB regulatory documents (if applicable) to demonstrate surplus emissions reductions from the project. These include, but are not limited to: the annual reporting documents required by the CARB regulation each January 31st.

For All Projects:

- Completed **Appendix B – Application Statement**
- Completed **Appendix D – Certifications and Representations**

Note that it is not necessary to return the sample contract (Appendix C) to AQMD as part of your application packet.



AQMD

For additional assistance please contact:
Mark Coleman
Science & Technology Advancement
South Coast Air Quality Management District
(909) 396- 3074
ncoleman@aqmd.gov



APPENDIX A-1 - APPLICATION FOR SHIPS-AT-BERTH PROJECTS

AQMD PROGRAM ANNOUNCEMENT PA #2011-06

Instructions:

- ✓ Read the SCAQMD Program Announcement **PA # 2011-06** for instructions and additional important information.
- ✓ Fill in all applicable sections with ink and include all attachments, vendor quote(s), and other required documents as requested below. Please print legibly.
- ✓ Be sure to complete Appendix B -Application Statement and Appendix D – Certifications and Representations. (Do not return Appendix C – Sample Contract, with your application).
- ✓ **Return three (3) hard copies and one (1) electronic copy of the application on a CD-ROM to:**

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

DEADLINE: Applications must be received by SCAQMD no later than 1:00 pm on Friday, February 11, 2011 (no exceptions)

SECTION 1 – APPLICANT INFORMATION (PLEASE PRINT OR TYPE)

ORGANIZATION INFORMATION		
1.1 Organization, Company or Proprietor's Name (as it appears on Form W-9):		
1.2. Address:		
1.3. City:	1.4. State:	1.5. Zip Code:
1.6. Mailing Address (if different from above):		
1.7. City:	1.8. State:	1.9. Zip Code:
1.10. Brief Project Overview (e.g., the number of berths or vessels proposed for this project):		
PRIMARY CONTACT INFORMATION		
1.11. First and Last Name:		1.12. Contact Title:
1.13. Phone Number:	1.14. Fax Number:	
1.15. Alternate Contact Number:	1.16. Email:	
CONTRACT SIGNING AUTHORITY INFORMATION (e.g., Equipment Owner)		
1.17. First and Last Name:		
1.18. Title:	1.19. Phone Number:	
1.20. If the above person is not the owner of the proposed project equipment, please specify the owner's name here:		
PROJECT BUDGET AND FUNDING REQUEST		
1.21. Total Project Cost:	1.22. Funding Request:	1.23. Number of Units Proposed:

(THE INFORMATION BELOW IS REQUIRED FOR **EACH** BERTH.
 FOR MULTIPLE BERTHS, YOU MAY PROVIDE AN EXCEL SPREADSHEET CONTAINING THE REQUIRED INFORMAITON)

SECTION 2 – PROJECT INFORMATION

- Project Type (Check One):**
- Grid-Based Shore Power
 - Non-Grid-Based Shore Power
 - Ship Emissions Capture and Control System

2.1. Applicant Type: (Circle one): Terminal Owner Terminal Lessee Port Authority If other, please specify:
2.2. List project partners and match funding sources (include documentation of match funding availability):
2.3. Port where the project berth/equipment is located:
2.4. Berth name/identifier and location within the Port:
2.5. Name of Owner and Operator of the Berth:
2.6. Project Description: Attach a project description, including but not limited to: the type of equipment to be installed, the need to bring additional power to the project site, design information including the maximum power demand (kWh-hr), utility provider, etc. For Ship Emissions Capture and Control system projects, be sure to include the number of emissions capture subsystems (bonnets) per unit, number of emissions treatment subsystems, a description of the support structure and other key components. Title this attachment “Project Description”.
2.7. Project Cost Information: Attach an overall project budget and a cost breakdown summary. The cost breakdown summary should include cost estimates for all phases of the project (e.g., design, environmental, construction, etc.). The cost information should be itemized for each eligible expense. Provide vendor quotes when available. Note that verifiable vendor quotes are <i>required</i> to be submitted with the application for all non-grid based projects. Title this attachment “Project Cost Information”. A representative example of a cost breakdown summary for a grid-based shore power project includes the following items: <ul style="list-style-type: none"> • Design • Engineering • Electrical service connection • Power upgrade project (prorated by berth if applicable) • Breakers and secondary breakers • High-voltage cables • Step down transformer • Switchgear • Power control equipment • Power connection vaults • Cable reels, cables, and connectors to connect at the vessel • Control cable and equipment • Other costs (as applicable)
2.8. EMISSION Control Equipment Data: For Ship Emission Capture and Control System projects only, provide the name of the equipment vendor(s), specific emission control technology and <u>attach</u> documentation of the percentage of PM and NOx reductions.

**SECTION 3 – BERTH ACTIVITY DATA FOR THE PAST TWO YEARS
(FOR GRID- AND NON-GRID-BASED SHORE POWER PROJECTS ONLY)**

<p>3.1. Total Number of Ship Visits to the Berth: _____ (2009) _____ (2010)</p> <p>Please specify below if this number represents the total visits by vessels regulated under CCR Section 93118.3 OR all vessels that visited the berth:</p>
<p>3.2. Number of Visits (by ship) per year:</p>
<p>3.3. Average hoteling time per visit (hours/visit):</p>
<p>3.4. Ship Type and Size (in twenty-foot equivalent units) for each Ship that Visits the Berth:</p>
<p>3.4. Ship Description (including number of engines, fuel type, power demand, including both total auxiliary power (kW) and net hoteling load (kW)):</p>

**SECTION 4 – PREDICTED BERTH ACTIVITY WITH NEW EQUIPMENT
(FOR GRID- AND NON-GRID-BASED SHORE POWER PROJECTS ONLY)**

<p>4.1. Estimated annual ship visits using electrical power:</p>
<p>4.2. Estimated ship types, description of each ship and associated power demands:</p>
<p>4.3. Estimated monthly hours of operation:</p>
<p>4.4. Estimated monthly MW usage:</p>

SECTION 5 – PREDICTED SHIP ACTIVITY WITH NEW SYSTEM AND PROJECTED EMISSIONS BENEFITS (FOR SHIP EMISSION CAPTURE AND CONTROL SYSTEM PROJECTS ONLY)

5.1. Number and type of ships that will be under the hood:
5.2. Average time ships will spend under the hood (hours per visit; visits per month/year):
5.3. Power usage (kWh) to run the system and source of power (grid- versus non-grid-based):
5.4. Natural gas usage (if any) for heating the SCR duct burner:
5.5. Provide a detailed projection of the emissions reduction benefits of the ship emissions capture and control project. Include an estimate (showing all calculations and assumptions) of PM and NOx emissions with and without the project over the first ten (10) years of operation. Also discuss the emission reductions attributable to the project that are surplus to any laws or regulations. Demonstrate that the weighted emission reductions are equal to or higher/better than 1.0 pound of weighted emissions per State dollar invested. For more information on the application requirements for Ship Emission Capture and Control projects, please see Appendix C of the program guidelines. Title this attachment “Emission Reduction Benefits”.

SECTION 6 –PROJECT SCHEDULE

<p>6.1. Attach a project schedule that includes project milestone completion dates. For grid-based shore power projects, the project schedule should include milestone dates for the following activities:</p> <ul style="list-style-type: none"> • Preliminary Design. • Environmental Clearance (if applicable).* • Final Design. • Equipment ordering (with delivery dates consistent with timely completion of project milestones). • Receipt of delivery date confirmations from manufacturers (with dates consistent with timely completion of project milestones). • Equipment delivery (for all equipment with lead times over 1 month). * • Power upgrade project (if applicable). • Execution of construction contract(s) for installation services. * • Permits. • Start construction (material and equipment installation). * • Finish construction (material and equipment installation). • Commissioning/testing. • Demonstration of a fully operational system (with ship plugged-in). <p>* Key milestone dates specified by CARB.</p>
--

Notes:

- 1) If more than one milestone completion date applies to separate activities within a particular category, applicants should provide additional breakdowns. For example, if a transformer and cable reel are both identified to have a procurement lead time of over 1 month, they must be itemized separately in the project schedule.
- 2) The equipment owner may update the milestone dates after the application is submitted, but prior to the execution of the contract. The updated schedule will then be agreed to by the local agency and incorporated into the equipment project contract. The contract will require the equipment owner to provide updates to the project schedule at least quarterly. A schedule recovery plan will be required by the equipment owner if one of the following occurs: 1) one or more berths fail to meet a key milestone date listed in the contract, or 2) the equipment owner or AQMD becomes aware of a change that will cause one or more berths to miss the original project completion date listed in the contract. If the equipment owner fails to meet the commitments in the approved schedule recovery plan, the AQMD may terminate the contract.

Title this attachment “Project Schedule”.

6.2. For applicants subject to CARB’s Shore Power for Ocean-going Vessels regulation, attach a copy of the Terminal and Vessel plans that are required by the CARB regulation.



APPENDIX A-2 – APPLICATION: ZERO-EMISSION CHE PROJECTS

AQMD PROGRAM ANNOUNCEMENT PA #2011-06

Instructions:

- ✓ Read the SCAQMD Program Announcement PA #2011-06 for instructions and additional important information.
- ✓ Fill in all applicable sections with ink and include all attachments, vendor quote(s), and other required documents as requested below. Please print legibly.
- ✓ Be sure to complete Appendix B -Application Statement and Appendix D – Certifications and Representations. (Do not return Appendix C – Sample Contract, with your application).
- ✓ **Return three (3) hard copies and one (1) electronic copy of the application on a CD-ROM to:**

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

DEADLINE: Applications must be received by SCAQMD no later than 1:00 pm on Friday, February 11, 2011 (no exceptions)

SECTION A-2.1 – APPLICANT INFORMATION (PLEASE PRINT OR TYPE)

ORGANIZATION INFORMATION		
1.1. Organization, Company or Proprietor's Name (as it appears on Form W-9):		
1.2. Address:		
1.3. City:	1.4. State:	1.5. Zip Code:
1.6. Mailing Address (if different from above):		
1.7. City:	1.8. State:	1.9. Zip Code:
1.10. Number of Equipment Units:	1.11. Fleet Size:	1.12. No. of employees:
PRIMARY CONTACT INFORMATION		
1.13. First and Last Name:		1.14. Contact Title:
1.15. Phone Number:	1.16. Fax Number:	
1.17. Alternate Contact Number:	1.18. Email:	
CONTRACT SIGNING AUTHORITY INFORMATION (e.g., Equipment Owner)		
1.19. First and Last Name:		
1.20. Title:	1.21. Phone Number:	
1.22. If the above person is not the owner of the proposed project equipment, please specify the owner's name here:		
PROJECT BUDGET AND FUNDING REQUEST		
1.23. Total Project Cost:	1.24. Total Funding Request:	1.25. Funding request per unit:

(THE INFORMATION BELOW IS REQUIRED FOR **EACH** PIECE OF EQUIPMENT.
FOR MULTIPLE UNITS YOU MAY PROVIDE AN EXCEL SPREADSHEET CONTAINING THE REQUIRED INFORMATION)

SECTION A-2.2 – PROJECT INFORMATION

Project Type (Check One): RTG Crane Repower with Zero-Emission Power System
 Electric or Zero-Emission Yard Truck

2.1. Applicant Type: (Circle one): Terminal Owner Terminal Lessee Port Authority If other, please specify:
2.2. List project partners and match funding sources (include documentation of match funding availability):
2.3. Port or Rail Yard where the project equipment is located:
2.4. Terminal name/identifier and location within the Port:
2.5. Identify the trade corridors in which the equipment is routinely operated:
2.6. Equipment Registered Owner and Operator, if different from applicant:
2.7. Equipment (RTG or yard truck) identification number (or VIN) (for each unit):
2.8. Equipment (RTG or yard truck) make, model and model year (for each unit):
2.9. Annual hours of operation (per unit): _____ Attach documentation that supports this operation covering the most recent two-year period. Title this attachment “Section A-2.2 – CHE Activity Documentation”.

FOR EACH EXISTING UNIT/EQUIPMENT:

2.10. Engine Make:	2.11. Engine Model:
2.12. Engine Model Year:	2.13. Horsepower Rating:
2.14. Engine Serial Number:	2.15. Fuel Type:
2.16. Do you request a direct payment to the vendor? (circle one) YES NO	

SECTION A-2.3 – PROPOSED EQUIPMENT PROJECT INFORMATION

3.1. Describe the RTG electrification technology (if applicable):

FOR EACH PROPOSED ELECTRIC POWER SYSTEM (FOR RTGS) OR ELECTRIC YARD TRUCK:

3.1. Equipment Make:	3.2. Equipment Model:
3.3. Equipment Model Year:	3.4. Horsepower Rating:
3.5. Estimated Annual Hours of Operation:	

SECTION A-2.4 – DETAILED PROJECT SCOPE AND ADDITIONAL REQUIRED ATTACHMENTS

<p>4.1. Attach a detailed project scope of work and project schedule that covers, at a minimum, the following key project milestones:</p> <ul style="list-style-type: none">• Preliminary Design (if applicable)• Environmental Clearance (if applicable)• Final Design (if applicable)• Equipment Order• Equipment acquisition/installation• Commissioning (if applicable)• Post-Inspection – project completion• Submittal of invoice(s) to AQMD for reimbursement.
<p>4.2. For applicants subject to CARB's Cargo Handling Equipment regulation, attach a copy of the reports required to be submitted to the CARB by January 31st each year in order to comply with the reporting requirements for the Regulation for Mobile Cargo Handling Equipment at Ports and Intermodal Rail Yards.</p>

**APPENDIX B – APPLICATION STATEMENT
AQMD PROGRAM ANNOUNCEMENT
PA #2011-06**

Please Read and Sign

All information provided in this application will be used by AQMD staff to evaluate the eligibility of this application to receive program funds. AQMD staff reserves the right to request additional information and can deny the application if such requested information is not provided by the requested deadline. Incomplete or illegible applications will be returned to applicant or vendor, without evaluation. An incomplete application is an application that is missing information critical to the evaluation of the project.

- ◆ I certify to the best of my knowledge that the information contained in this application is true and accurate.
- ◆ I understand that, if awarded funding under the, development and submittal of a detailed work statement, with deliverables and schedule is a requirement of the contracting process.
- ◆ I understand that there may be conditions placed upon receiving a grant and agree to refund the grant (or a pro-rated portion if applicable) if it is found that at any time I do not meet those conditions and if directed by the AQMD in accordance with the contract agreement.
- ◆ I understand that, for this equipment, I will be prohibited from applying for any other form of emission reduction credits for Program-funded equipment, including: Fleet Emission Credits (CARB's Shore Power Regulation), Emission Reduction Credit (ERC); Mobile Source Emission Reduction Credit (MSERC) and/or Certificate of Advanced Placement (CAP), for all time, from the AQMD, CARB or any other Air Quality Management or Air Pollution Control District. However, the project may be co-funded with additional federal or local funds in accordance with the Proposition 1B Guidelines.
- ◆ The proposed project has not been funded and is not being considered for incentive funds by another air district, CARB, or any other public agency.
- ◆ In the event that the equipment does not complete the minimum term of any agreement eventually reached from this application, I agree to notify AQMD and return grant funds to the AQMD if required by the contract.
- ◆ I have the legal authority to apply for grant funding for the entity described in this application.
- ◆ I have disclosed the value of any current financial incentive that directly reduces the project price, including tax credits or deductions, grants, or other public financial assistance for the same engine/equipment below as part of this application statement. To avoid double counting of incentives, all tax credits or deductions, grants, or other public financial assistance may be deducted from the funding request.

- ◆ A statement verifying that installation or construction activities prohibited prior to contract execution have not started at any of the berths included in the equipment project contract.
- ◆ I agree to actively cooperate with the AQMD, CARB, or their designees during any ongoing evaluation or audit of the project site, schedule or records. This cooperation includes, but is not limited to, providing contact information and open access (if requested) to communicate directly with key project personnel, contractors, subcontractors, public utilities and material or equipment suppliers.
- ◆ I understand that third party contracts are not permitted. A third party may, however complete an application on an owner's behalf. Third parties are required to list how much compensation, if any, they are receiving to prepare the application(s), and to certify that no Program funds are being used for this compensation. (see below)
- ◆ I understand that additional project information may be required by AQMD to finalize a contract, and that I will be responsible for providing this information to AQMD when requested.
- ◆ I understand that all equipment funded by this program must be operational within a prescribed time from the date of contract execution. I confirm that I know the specific time requirement for the type of project and equipment for which I am applying. The required project completion dates for eligible project types are specified in Section I – Program Administration.
- ◆ I have initialed this bullet to indicate that there are no potential conflicts of interest with other clients affected by actions performed by the firm on behalf of the AQMD. If this bullet is not initialed, I have attached a description to this application of the potential conflict of interest, which will be screened on a case-by-case basis by the AQMD District Counsel's Office. There is no potential conflict of interest: _____ **(Please initial if applicable, otherwise attach separate sheet describing the potential conflict.)**
- I, the equipment owner, disclose that I have applied for the following other source(s) of funding (if any) for the same equipment project:

Source of funds: _____

How much applied for: _____

What the funding will be used for: _____

- I, the equipment owner, disclose the following value of any existing financial incentive that directly reduces the project cost, including tax credits or deductions, grants, or other public financial assistance, for the same equipment project:

Value: _____

- I certify that the equipment owner has reviewed the application and that the application information is correct.
- I certify that neither the owner nor equipment identified in the equipment project application has any outstanding violations of CARB regulations.

Applicant's Signature

Date

Applicant's Name (please print)

Title

If this application was prepared by an entity other than the applicant, please provide the information requested below.

Application Preparer's Signature

Date

Application Preparer's Name (please print)

Contact Information

Compensation for application preparation: _____

I certify that no Program funds are the source for this compensation: _____
Signature of Preparer

Please initial each section.
(See PA#2011-06 for additional information and requirements):

The emission reductions that will result from this project are **NOT** required by any local, state, and/or federal rule or regulation.

The types of eligible projects are described in this Program Announcement (PA #2011-06) These definitions have been reviewed and this application is consistent with those definitions.

The equipment will be committed to 100% operation within the four California trade corridors for the duration of contract term.

The grant contract language cannot be modified without the written consent of all parties. I have reviewed and accept the sample contract language.

I understand that an IRS Form 1099 may be issued to me for incentive funds received under this Program Announcement. I understand that it is my responsibility to determine the tax liability associated with participating in the Program.

I understand that an AQMD-funded electronic monitoring unit will be installed on vehicles/equipment if deemed necessary by AQMD. I will submit data as requested and otherwise cooperate with all data reporting requirements.

I understand that the AQMD has the right to conduct unannounced inspections for the full project life to ensure the project equipment is fully operational at the activity level committed to by the contract.

I understand that all emission reductions resulting from funded projects will be retired. To avoid double counting of emission reductions, project vehicles and/or equipment may not receive funding from any other government grant program that is designed to reduce mobile source emissions.

I understand that any tax credits claimed must be deducted from the Program request. Please check one:

I **do not** plan to claim a tax credit or deduction for costs funded by the Program.

I **do** plan to claim a tax credit or deduction for costs funded by the Program.
If so, please indicate amount here: \$ _____

I plan to claim a tax credit or deduction only for the portion of incremental costs not funded by the Program. If so, please indicate amount here: \$ _____



Appendix C - Sample Contract

[This Contract consists of *** pages.]

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. Through this Proposition 1B: Goods Movement Emission Reduction Program funded Contract the parties desire to fund the incremental costs of certain cleaner than required equipment in order to generate cost-effective and excess air emission reductions within the South Coast Air Basin. Accordingly, AQMD desires to contract with CONTRACTOR for the project described in Attachment 1 - Statement of Work, attached hereto and made a part hereof.
 - 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 and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - E. CONTRACTOR agrees that, in accordance with the California Air Resources Board's (CARB) Goods Movement Emission Reduction Program Guidelines, both the AQMD and CARB or their designee may monitor and enforce the terms of this Contract. Accordingly, CONTRACTOR acknowledges that both the AQMD and CARB are beneficiaries of the work funded hereunder. CONTRACTOR has agreed to perform under this Contract to generate excess emissions reductions.

3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to perform this project. 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 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, which shall be considered the effective 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. Notwithstanding the above end dates, the Contract term shall encompass both the project completion and project implementation/life periods, whichever is longer, to ensure that the AQMD and CARB can fully enforce the Contract terms during the life of this Goods Movement Emission Reduction Program-funded project.
- A. Project Completion – Project completion is the time frame starting with the date of contract execution by both parties to the date of project completion, i.e., the date the project becomes operational. This is the time period when an engine, vehicle or piece of equipment is ordered, delivered and installed.
- B. Project Implementation/Life - The project implementation time frame equals the project life. The project implementation or project life equals the period of time during which CONTRACTOR is required to operate and maintain their Goods Movement Emission Reduction Program-funded engine, vehicle or equipment according to the terms of this Contract.
5. TIME PERIOD FOR CONTRACT EXECUTION - This Contract must be signed by the CONTRACTOR and received by AQMD within sixty (60) days from the receipt of the Contract by the CONTRACTOR, otherwise this Contract shall be deemed null and void regardless of whether it was executed by CONTRACTOR. Time is of the essence in executing this Contract.
6. TERMINATION
- A. If the CONTRACTOR fails to comply with any term or condition of this Contract, or fails to perform work 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 material breach of this Contract. The AQMD shall either notify the CONTRACTOR that it must timely cure this breach or provide written notification of AQMD's intention to terminate this Contract and invoke the penalties under Clause 17, if applicable. The AQMD reserves all rights under law and equity to enforce this Contract or to recover damages.
- B. Notwithstanding sub-Clause 6A, this Contract may be terminated prior to completion of the Contract term if the vehicles or equipment become inoperable through mechanical failure of components or systems and cannot be repaired or replaced and such failure is not caused by CONTRACTOR's negligence, misuse or malfeasance. CONTRACTOR shall submit written documentation supporting any basis for early termination under this sub-Clause for the approval of AQMD, and such approval may require one or more of the remedies discussed in Clause 17 or any mechanism allowed by the Goods Movement Emission Reduction Program guidelines for early contract termination.
- C. AQMD reserves the right to terminate this Contract, in whole or in part, with cause, upon thirty (30) days written notice. Once such notice has been given,

- CONTRACTOR shall, except as otherwise directed by AQMD, discontinue any work being performed under this Contract 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 the 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.
- D. Before expiration of the thirty (30) days written notice in the manner specified in this Contract, CONTRACTOR shall promptly deliver to AQMD all copies of documentation and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
- E. In the event proceedings in bankruptcy are commenced against CONTRACTOR, and CONTRACTOR is adjudged bankrupt or a receiver is appointed and qualifies, the AQMD may terminate this Contract and all further rights and obligations hereunder by giving five (5) days notice, in writing, in the manner specified in this Contract. CONTRACTOR agrees AQMD shall have lien rights on any equipment and/or vehicles purchased in whole or part by the CONTRACTOR for this program. The AQMD shall have lien rights until the CONTRACTOR either returns all such equipment and/or vehicles to the AQMD or purchases such equipment and/or vehicles from the AQMD.
- F. CONTRACTOR may sell the Proposition 1B funded piece of equipment prior to the end of the contract term and transfer legal obligations under this contract to a new equipment owner, upon written consent of AQMD. CONTRACTOR shall inform the party purchasing the equipment of these contract requirements and the contract term prior to completing the transaction. CONTRACTOR shall establish contact between the new owner and AQMD to facilitate transfer of this contract. This contract is deemed transferred after a fully executed contract between the new equipment owner and AQMD is received by AQMD, which assigns all of the original equipment owner's rights, duties and obligations under Proposition 1B funding to the new equipment owner.
7. ALTERNATIVE FUEL USE – The purpose of this project is to reduce emissions from vehicles and equipment through the use of alternative fuels. To achieve this purpose, CONTRACTOR agrees to utilize *** [identify fuel to be used] and the vehicles and/or equipment as specified in Attachment 1 - Statement of Work, for the duration of this Contract and the life of the subject vehicles and/or equipment. (USE IF PROCURING ALT FUEL ENGINE/VEHICLE)
8. INSURANCE
- A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees and of automobile liability insurance, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall also furnish evidence to AQMD of automobile collision liability insurance with minimum coverage limits equal to the replacement value of the vehicle. 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. 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.
 - D. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4182. **The AQMD Contract Number must be included on the face of the certificate.**
 - E. By execution of this Contract, CONTRACTOR agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the engines, vehicles and/or equipment funded under this Contract. 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.
 - F. CONTRACTOR agrees to flow the insurance requirements set forth above to all subcontractors.
9. INDEMNIFICATION - CONTRACTOR agrees to hold harmless and indemnify AQMD and the California Air Resources Board (CARB), their 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 and CARB, their 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.
10. USE OF VEHICLE AND EQUIPMENT
- A. CONTRACTOR shall accrue at least 50% of each vehicle's annual mileage or engine hours of operation within the geographical bounds of the four (4) trade corridors as defined in the Goods Movement Emission Reduction Program Guidelines. Information included in the annual reports required under this Contract will be used to verify this usage.
 - B. CONTRACTOR is prohibited from removing the vehicles or equipment from service in California during the term of this Contract, unless the vehicles or equipment become inoperable through mechanical failure of components or systems, and cannot be repaired or replaced, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
11. COMPLIANCE WITH GOODS MOVEMENT EMISSION REDUCTION PROGRAM GUIDELINES DATED MARCH 25, 2010 – – CONTRACTOR warrants that the project upon which this Contract is based complies with all the Goods Movement Emission Reduction Program guidelines, as summarized below:
- A. The project is not required by any local, state and/or federal rule, regulation or MOU, including tenant agreements, currently in effect.

- B. The low emissions technology has been certified or verified by CARB and meets the current NOx, PM and/or ROG requirements. For some projects, if the low emissions technology is not certified or verified, CONTRACTOR may request approval by CARB on a case-by-case evaluation. If approved by a CARB case-by-case evaluation, the method for emissions verification must be incorporated as part of the Contract in Attachment 1 – Statement of Work.
- C. Rights to the emission reductions must not be claimed by any participant as emission reduction credits or in an Averaging Banking and Trading Program. In addition, rights to the emission reductions may not be claimed by the engine or equipment manufacturer in any flexibility or “early introduction” incentive program.
- D. The new engine/equipment/vehicle must not have been purchased (i.e., paid for) prior to the effective date of the Contract. Note: CONTRACTOR is advised that pursuant to AQMD policy, the engine, vehicle and/or equipment must not have been ordered prior to the date of the AQMD Governing Board approval of the Contract.
- E. For replacements and re-powers, the existing (old) engine must be destroyed and rendered useless. For replacements, frame rails of the old vehicle must be also cut. There must be no cannibalization of parts from the old engine. Engines must have a complete and fully visible and legible engine serial number in order to be eligible for an engine re-power. The destruction of the engine must be documented by the AQMD seeing the destroyed engine or the receipt from the qualified vehicle salvage yard. Engines without a visible and legible serial number may be re-powered if AQMD staff stamp the engine block with the Goods Movement Emission Reduction Program project number and the AQMD staff is present to personally verify engine removal from the project vehicle or equipment and the subsequent engine destruction.
- F. The engines, vehicles and/or equipment funded under this Contract must remain in service for the project life and operate within the geographical boundaries of the State of California for the minimum usage specified in this Contract.

12. INCORPORATION OF GOODS MOVEMENT EMISSION REDUCTION PROGRAM APPLICATION – CONTRACTOR’s Goods Movement Emission Reduction Program application is hereby incorporated by reference and made part of this Contract.

13. MAINTENANCE OF VEHICLES, ENGINES AND EQUIPMENT - CONTRACTOR shall maintain the engine, vehicle or equipment funded under this Contract in accordance with the manufacturer’s specifications for the life of the project. CONTRACTOR acknowledges that no tampering with the engine, vehicle, or equipment is permitted. CONTRACTOR shall be responsible for maintaining an odometer or other approved measuring device or method to track vehicle usage and demonstrate that the vehicle is operated according to the parameters used to calculate emissions reductions and cost effectiveness. If the odometer fails, the CONTRACTOR remains responsible for validating any mileage not recorded by the odometer. The CONTRACTOR must either repair or replace the non-operating odometer or provide other documentation of equipment operating mileage acceptable to AQMD.

14. ON-SITE INSPECTIONS - AQMD, CARB, or their designee(s) shall have the right to inspect the equipment and/or records relating to the equipment during the term of the Contract.

15. INSPECTIONS – A pre-inspection shall be conducted by the AQMD on all vehicles to be replaced pursuant to this Contract. AQMD will verify that all requirements of the Goods Movement Emission Reduction Program regarding eligibility of existing vehicles are met. This includes the year of the vehicle to be replaced, operational condition, mileage, and vehicle and engine identification. A post-inspection shall be conducted by the AQMD upon receipt of a new vehicle by dealer. Final payment will not be made until the AQMD verifies that the engine(s) and equipment listed in the Contract has/have been installed, that the engine is operational in the equipment or vehicle as stated in the Contract, and, where applicable, the baseline engine(s) or vehicle(s) has/have been destroyed and rendered useless and there is no evidence of cannibalization of parts from the old engine(s).
16. AUDIT RIGHTS - AQMD, CARB or a third party designee shall have the right to conduct a fiscal audit of the project and perform ongoing evaluations of the equipment during the life of the project.
17. REMEDIES AND ENFORCEMENT OF CONTRACT TERMS - CONTRACTOR agrees that AQMD and CARB have the authority to enforce the terms of this Contract at any time during the project life to ensure that emission reductions under this Contract are obtained. AQMD and CARB will seek whatever legal, equitable and other remedies are available under State Law for the CONTRACTOR's failure to comply with the terms of this Contract or with the Goods Movement Emission Reduction Program – Final Guidelines for Implementation, adopted February 28, 2008 requirements incorporated herein.

Nonperformance under this contract includes, but is not limited to: failure to meet contract terms and conditions; non-operational or malfunctioning equipment; failure to meet completion deadlines; failure to allow electronic monitoring device, or tampering with device or its data; misuse of vendor's payments; insufficient, incomplete, or faulty documentation; and failure to provide documentation or reports in a timely manner.

CONTRACTOR may be subject to remedies for non-performance, which may include but is not limited to: recovery of funds; fiscal penalties based on severity of non-performance; contract cancellation; a ban on future State or local incentive programs; and prohibition of equipment from State or local incentive program participation.
18. RECORDS AND RECORDS RETENTION – CONTRACTOR shall maintain records related to this project and retain these records for at least three years after expiration of the term of the Contract.
19. REPORTING REQUIREMENTS - CONTRACTOR shall submit reports in accordance with Attachments 1, 1A and 1B. Non-compliance with the reporting requirements of this Contract shall result in the implementation of on-site monitoring by the AQMD.
20. SUCCESSORS-IN-INTEREST – This Contract shall be binding on and inure to the benefit of each party's heirs, executors, administrators, successors, and assigns.

21. GOODS MOVEMENT EMISSION REDUCTION PROGRAM DISCLOSURE STATEMENT - CONTRACTOR hereby certifies that, upon execution of this Contract for the herein described Goods Movement Emission Reduction Program project, CONTRACTOR shall not submit an application or execute another contract for the same specific equipment for any additional source of funds, including but not limited to other districts or the CARB for a multi-district solicitation, if doing so would constitute or involve fraud, willful misconduct or misrepresentation. CONTRACTOR acknowledges that violation of this certification shall, at a minimum, result in CONTRACTOR being disqualified from receiving funding for that equipment from all sources and may result in CONTRACTOR being banned from submitting future applications to any and all Goods Movement Emission Reduction Program solicitations. In addition, as a violation of law, CARB and the AQMD may levy fines and/or seek criminal charges. CONTRACTOR to initial here acknowledging compliance _____.

22. PAYMENT

- A. AQMD shall reimburse CONTRACTOR an amount not to exceed *** Dollars (\$***) as provided in Attachment 2, Payment Schedule, to this Contract. CONTRACTOR shall be entitled to such reimbursement for purchase of the vehicles, engines and/or equipment specified in Attachment 1 - SOW. Payment shall be based upon invoices for the actual cost of the new equipment, equipment retrofit(s) or equipment re-power(s) and successful completion of a post inspection by AQMD. Payment of the above amount shall be made directly to the engine dealer or distributor upon submission of an itemized invoice from the CONTRACTOR requesting that such direct payment be made.
- B. CONTRACTOR may also choose to purchase a used vehicle, subject to approval by AQMD. Payment will be made by AQMD directly to the vehicle seller.
- C. Reimbursement and/or direct payment under this Contract shall occur within thirty (30) business days upon submission of an itemized invoice from the engine supplier for re-powers or paid invoices for new vehicles and completion of the post-inspection audit required under Clause 15. [Note: For payment under the direct payment option in sub-Clause 22A above, the post-inspection requirements do not include the scrappage requirement.] Invoices must itemize all charges for equipment, materials, supplies, subcontractors and other charges, as applicable. Reimbursement for equipment, materials, supplies, subcontractors and other charges will be made in accordance with Attachment 2 – Payment Schedule. Supporting documentation and proof of payment must be provided for all individual charges (with the exception of direct labor charges provided by the CONTRACTOR). 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: Goods Movement Emission Reduction Contract Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.
- D. Funding for this Contract is contingent upon receipt of funds from CARB.
- E. Any funds not expended as contracted for or committed during the term of the Contract, as described in Attachment 1 - Statement of Work must be returned to AQMD. CONTRACTOR agrees that it is not entitled to the remaining funds and that AQMD will de-obligate the Contract of the balance of funds after the final invoice has been paid. CONTRACTOR shall include the notation "Final Invoice" upon its submittal to AQMD.

CONTRACTOR to initial here acknowledging consent to de-obligation of non-expended funding. _____

23. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs) - No MSERCs resulting from Goods Movement Emission Reduction Program funded projects may be generated and/or sold. All emission reductions, created as a result, in whole or in part, from the expenditure of Goods Movement Emission Reduction Program funds shall not be converted into tradable credits.
24. AQMD LIEN RIGHTS - CONTRACTOR agrees AQMD shall have lien rights on any and all equipment and/or vehicles purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The AQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that AQMD is authorized to file a UCC filing statement to secure its interests in the equipment and/or vehicles that are the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify AQMD within 10 business days of such filing.
25. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any intellectual property developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD's 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 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.
26. 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: Goods Movement Contract Administrator, Technology Advancement

CONTRACTOR: ***

Attn: *** (Include Phone Number)

27. EMPLOYEES OF CONTRACTOR

- A. 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 or CARB, 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 CONTRACTOR's employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

28. 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, photographs or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD'S 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.
 - i. "This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management AQMD (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.
- D. CONTRACTOR shall ensure that the Goods Movement Emission Reduction Program is clearly identified as a sponsor or source of funding in all of its documents, reports, brochures, advertising and other material relating to this project.

29. **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.

30. 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.
31. 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.
32. FORCE MAJEURE - AQMD, CARB or CONTRACTOR shall not 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, CARB or CONTRACTOR.
33. 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.
34. 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.
35. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
36. 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.
37. 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 Clause 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 and CARB, 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.

38. APPROVAL OF SUBCONTRACTS

- 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.

39. TAX IMPLICATIONS FROM RECEIPT OF GOODS MOVEMENT EMISSION REDUCTION PROGRAM FUNDS – CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of funds under the Goods Movement Emission Reduction Program, which may include receipt of a "1099G" form.

40. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR and AQMD. By executing this Contract, CONTRACTOR understands and agrees to operate the engine, vehicle, or equipment according to the terms of the Contract and to cooperate with the AQMD and CARB implementation, monitoring, enforcement and other efforts to assure the emissions benefits are real, quantifiable, excess and enforceable. 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: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

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

By: _____

//Goods Movement Emission Reduction Program – Prop 1B
7/2/08, revised 10/21/08

Appendix D

CERTIFICATIONS AND REPRESENTATIONS



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 O'Kelly
Chief Financial Officer

DH:LV:CW:tm

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

REV 4/10



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	

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

(NOTE to AQMD Staff: ask John Olvera whether this Certification could be left out of the PA)

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.

Following state guidance, a vendor may be deemed a disabled veteran business enterprise (DVBE) if it meets the following:

- is an independent business concern which is at least 51 percent owned and controlled by disabled veteran(s), and the home office is located in the U.S.

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:

Check all that apply:

- | | |
|---|---|
| <input type="checkbox"/> Small business enterprise | <input type="checkbox"/> Women-owned business enterprise |
| <input type="checkbox"/> Local business | <input type="checkbox"/> Disabled veteran-owned business enterprise |
| <input type="checkbox"/> 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

TELEPHONE NUMBER

DATE

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 MBE/WBE/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 MBE/WBE/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 2000 to 3999, inclusive, of the Standard Industrial Classification (SIC) Manual published by the United States Office of Management and Budget, 1987 edition.

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	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 Line 1 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.

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

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

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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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.

U.S. person. 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹List 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.

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

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal 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.)

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



United State Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)



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 #: PA2011-06

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?

Yes No **If YES, complete Section II below and then sign and date the form.**
If NO, sign and date below. Include this form with your submittal.

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

Name of Contributor _____

Governing Board Member or MSRC Member/alternate Amount of Contribution Date of Contribution

I declare the foregoing disclosures to be true and correct.

By: _____

Title: _____

Date: _____

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).