
SYNOPSIS: At the September 7, 2012 Board meeting, Rule 1110.2 was amended to extend the compliance date for biogas internal combustion engines to January 1, 2016. In addition, AQMD committed to work with industry and the regulated community to identify and demonstrate viable biogas cleanup and emission control technologies for biogas engines to comply with the 2016 emission limits. On October 19, 2012 staff presented a strategy to address stakeholder concerns at the Stationary Source Committee and indicated that three RFPs would be prepared and presented directly to the Board. This action is to issue these RFPs to solicit proposals to (1) deploy selective non-catalytic reduction (SNCR) emission control technologies, (2) identify volunteer host sites for the deployment of SNCR emission control technologies or other emission control technologies with biogas cleanup systems, and (3) conduct a nationwide survey for biogas cleanup technologies and costs.

COMMITTEE: Stationary Source, October 19, 2012

RECOMMENDED ACTIONS:
Approve issuance of the following RFPs to achieve compliance with the January 1, 2016 emission limits of Rule 1110.2:

1. RFP #P2013-13 to solicit proposals for the deployment of SNCR emission control technologies;
2. RFP #P2013-14 to identify volunteer host sites for the deployment of SNCR emission control technologies or other emission control technologies with biogas cleanup systems; and
3. RFP #P2013-15 to solicit proposals to conduct nationwide survey for biogas cleanup technologies and costs, and to develop a toolkit to estimate gas cleanup costs.

Background

Biogas, a by-product of municipal wastewater treatment and landfill operations, is a renewable energy source and is used as fuel in internal combustion engines (ICEs) to produce electrical power for onsite and/or offsite use. South Coast Air Basin has a great potential for renewable energy sources of biogas. Within the AQMD, there are currently 28 landfill gas and 30 digester gas engines in operation, and the total horsepower of these engines is 71,952 and 53,175, respectively.

ICEs are one of several technologies available to harness power from biogas, and these engines have undesirable emissions. Due to contaminants in biogas such as siloxane and hydrogen sulfide, which are incompatible with catalytic after-treatment devices, biogas engines have generally not been required to install oxidation catalysts and SCR units used by natural gas engines to control emissions. As a result, the emission limits for biogas engines have traditionally been the highest of all engines, even higher than diesel engines with the best available control technology (BACT). However, recent developments and demonstration projects have shown that new technologies such as SNCR which do not require biogas cleanup systems may allow biogas engines to achieve emissions as low as natural gas engines.

AQMD Rule 1110.2 establishes emission limits of nitrogen oxides (NOx), volatile organic compounds (VOC), and carbon monoxide (CO) for stationary, nonemergency gaseous- and liquid-fueled engines, including biogas engines. Rule 1110.2 was amended in February 2008 to lower the emission limits of natural gas and biogas engines with the compliance date of July 1, 2012. The rule amendment and resolutions directed staff to conduct a Technology Assessment to address the availability, feasibility, cost-effectiveness, compliance schedule, and global warming gas impacts of biogas engine control technologies. In July 2010, the Board received and filed an Interim Technology Assessment by staff, which summarized the biogas cleanup and biogas engine control technologies to date and the status of on-going demonstration projects. The Interim Technology Assessment concluded that feasible, cost-effective technologies which could help to achieve compliance with the July 2012 emission limits were available, but that the delay in the demonstration projects would likely necessitate an adjustment to the July 2012 compliance date for biogas engines.
At the September 7, 2012 Board meeting, Rule 1110.2 was amended in part to provide additional time of three and a half years to achieve compliance with the previously adopted emission limits for biogas-powered ICEs. The new compliance date is January 1, 2016. In addition, AQMD committed to work with industry and the regulated community to further demonstrate and identify biogas cleanup and emission control technologies for biogas engines to achieve compliance with the January 2016 emission limits of Rule 1110.2.

On October 19, 2012 staff presented a strategy to address stakeholder concerns at the Stationary Source Committee and indicated that three RFPs would be prepared and presented directly to the Board.

Proposal
Staff requests the Board to approve issuance of the following RFPs for identification and deployment of viable emission control and gas cleanup technologies for biogas internal combustion engines to achieve compliance with the January 1, 2016 emission limits of Rule 1110.2:

RFP #P2013-13 - Deployment of SNCR Emission Control Technologies
The purpose of this RFP is to solicit proposals from qualified and experienced entities for the deployment of SNCR emission control technologies for internal combustion engines operating on landfill and/or digester gas (biogas) to meet the January 1, 2016 emission limits of Rule 1110.2 (11 ppmvd NOx, 30 ppmvd VOC and 250 ppmvd CO). Successful bidding entities should have proven expertise in working directly with SNCR technologies and biogas renewable distributed electrical power generation. Due to the nature of the potential projects, the actual award amount cannot be determined at this time. Proponents should be well-acquainted with the codes, standards, safety, and permitting protocols of delivering, installing, operating, and maintaining biogas renewable electrical power generation. Proposals that include a landfill host site demonstration partner within the South Coast Air Basin will be awarded additional points during the evaluation process.

RFP #P2013-14 – Identification of Deployment Host Sites
The purpose of this RFP is to identify host sites preferably within the South Coast Air Basin that are willing to volunteer to work with AQMD in the deployment of SNCR emission control technologies or other emission control technologies with biogas cleanup systems for biogas internal combustion engines to meet future Rule 1110.2 emission limits, which take effect January 1, 2016. Host sites will be aligned with SNCR emission control technologies identified from RFP #P2013-13 or if interested in biogas cleanup systems, these sites will be queued for consideration of systems as identified through RFP #P2013-15.
RFP #P2013-15 – Biogas Cleanup Survey
The purpose of this RFP is to solicit proposals from qualified and experienced entities to conduct a nationwide survey and assessment of gas cleanup systems for digester and landfill gas and develop a toolkit to estimate costs and system gas cleanup efficiency for landfill and/or digester gas. The purpose of this research is to assist landfill and biogas facilities to meet AQMD’s future Rule 1110.2 emissions limits for internal combustion engines (ICEs) operating on biogas. Due to the nature of the potential projects, the actual award amount cannot be determined at this time. The successful bidding entities should have proven expertise in working directly with landfill and biogas technologies. Proposers should be well-acquainted with the codes, standards, safety, and permitting protocols of delivering, installing, operating, and maintaining landfill gas and biogas cleanup equipment.

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 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 e-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 website (http://www.aqmd.gov where it can be viewed by making menu selections “Inside AQMD”/“Employment and Business Opportunities”/“Business Opportunities” or by going directly to http://www.aqmd.gov/rfp/index.html). Information is also available on AQMD’s bidder’s 24-hour telephone message line (909) 396-2724.

Bid Evaluation
Proposals will be reviewed and evaluated by a diverse, technically qualified panel in accordance with criteria contained in the attached RFPs.

Benefits to AQMD
Successful deployment of SNCR emission control technologies and other emission control technologies with biogas cleanup systems will help to comply with the 2016 emission limits of Rule 1110.2 for biogas engines, reducing emissions of NOx, VOC and CO from these sources. This will also help to meet the air quality objectives of AQMD's AQMP.

Schedule of Events
The anticipated schedule of events for the RFP is as follows:
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>November 2, 2012</td>
<td>RFP Released</td>
</tr>
<tr>
<td>November 16, 2012</td>
<td>Bidder’s Conference</td>
</tr>
<tr>
<td>December 19, 2012</td>
<td>Proposals due no later than 1:00 p.m. for #P2013-13 and #P2013-14</td>
</tr>
<tr>
<td>December 20, 2012</td>
<td>Proposals due no later than 1:00 p.m. for #P2013-15</td>
</tr>
<tr>
<td>January 18, 2013</td>
<td>Stationary Source Committee</td>
</tr>
<tr>
<td>February 1, 2013</td>
<td>Board Approval</td>
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</tbody>
</table>

**Resource Impacts**
Due to the nature of the potential projects, the actual award amount cannot be determined at this time, however, sufficient funds will be made available for selected projects with the Board’s approval.

**Attachments**
1. RFP #P2013-13 – Deployment of Selective Non-Catalytic Reduction Emission Control Technologies for Internal Combustion Engines Operating on Landfill or Digester Gas to Meet South Coast Air Quality Management District’s Rule 1110.2 January 2016 emission limits
2. RFP #P2013-14 – Request for Volunteer Host Sites for Deployment of Selective Non-Catalytic Reduction Emission Control Technologies or other Biogas Cleanup Systems with Emission Control Technologies for Internal Combustion Engines Operating on Landfill or Digester Gas to Meet South Coast Air Quality Management District’s January 2016 Rule 1110.2 emission limits
3. RFP #P2013-15 – Conduct Survey and Assessment of Digester and Landfill Gas Cleanup Systems and Develop Toolkit to Estimate Cleanup Costs
REQUEST FOR PROPOSALS

Deployment of Selective Non-Catalytic Reduction Emission Control Technologies for Internal Combustion Engines Operating on Landfill or Digester Gas to Meet South Coast Air Quality Management District’s Rule 1110.2 January 2016 emission limits

#P2013-13

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

PURPOSE

The purpose of this RFP is to solicit proposals from qualified and experienced entities for the deployment of selective non-catalytic reduction (SNCR) emission control technologies for internal combustion engines (ICEs) operating on landfill and/or digester gas (biogas) to meet AQMD's January 2016 Rule 1110.2 emission limits (11 ppmvd NOx, 30 ppmvd VOC and 250 ppmvd CO). The successful bidding entities should have proven expertise in working directly with SNCR technologies and biogas renewable distributed electrical power generation. Proponents should be well-acquainted with the codes, standards, safety, and permitting protocols of delivering, installing, operating, and maintaining biogas renewable electrical power generation.

Proposals that include a host site demonstration partner, located in the South Coast Air Basin, with landfill application will be awarded additional points during the evaluation process. AQMD reserves the right to make multiple or no awards. Due to the nature of the potential projects, the actual award amount cannot be determined at this time.

INDEX - The following are contained in this RFP:

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

Attachment A - Certifications and Representations
SECTION I: BACKGROUND/INFORMATION

The South Coast Air Quality Management District (AQMD) is a regional agency with jurisdiction over air quality in California’s South Coast Air Basin with a boundary that includes over 10,000 square miles and a population of approximately 17 million. This region has a great potential for renewable energy sources of landfill and digester gas (biogas). Biogas, a by-product of municipal wastewater treatment and landfill operations, is a renewable energy source and is often combusted as fuel in biogas engines to produce electrical power for onsite and/or offsite use. Within the AQMD there are currently 28 landfill gas and 30 digester gas engines in operation permitted by AQMD and the total horsepower of these engines is 71,952 and 53,175, respectively.

While biogas engines are one of several technologies available to harness power from biogas, the power produced by these engines have undesirable emissions. These engines are generally larger 4-stroke, lean-burn engines. Contaminants in biogas such as siloxanes, hydrogen sulfide and other sulfur based compounds are incompatible with catalytic after-treatment devices, and so biogas engines have generally not been required to install oxidation catalysts and SCR units that natural gas engines use. As a result, the emission limits for biogas engines have traditionally been the highest of all engines, even higher than diesel engines with best available control technology (BACT). However, recent developments and demonstration projects have indicated that new technologies such as selective non-catalytic reduction (SNCR) which do not require biogas cleanup systems may reduce emissions to as low as that from natural gas engines.

AQMD’s Rule 1110.2 establishes emission limits of nitrogen oxides (NOx), volatile organic compounds (VOC), and carbon monoxide (CO) for stationary, nonemergency gaseous- and liquid-fueled engines, including the 58 engines in this source category, that are fueled by biogas. Rule 1110.2 was amended in February 2008 to lower the emission limits of natural gas and biogas engines to BACT levels for NOx and VOC and to levels close to BACT for CO. The rule amendment and adopted resolutions directed staff to conduct a Technology Assessment to address the availability, feasibility, cost-effectiveness, compliance schedule, and global warming gas impacts of biogas engine control technologies and report back to the Governing Board. In July 2010, the Governing Board received and filed an Interim Technology Assessment by staff, which summarized the biogas cleanup and biogas engine control technologies to date and the status of on-going demonstration projects. The Interim Technology Assessment concluded that feasible, cost-effective technology could be available that can support the feasibility of the July 2012 emission limits, but that the delay in the demonstration projects would likely necessitate an adjustment to the July 1, 2012 compliance date of Rule 1110.2.

At the September 2012 Governing Board meeting Rule 1110.2 was amended, in part, to provide additional time of three and a half years to achieve compliance with the previously adopted emission limits for biogas-powered internal combustion engines. The new compliance date is January 1, 2016. In addition, AQMD committed to work with industry and the regulated community to further demonstrate and identify biogas cleanup and emission control technologies for biogas engines to achieve compliance with the future emission limits of Rule 1110.2.

Current and future emission limits for landfill and biogas engines are excerpted from AQMD Rule 1110.2 and shown below:
TABLE III-A
CONCENTRATION LIMITS FOR LANDFILL AND DIGESTER GAS (BIOGAS)-FIRED ENGINES

<table>
<thead>
<tr>
<th>NOx (ppmvd)(^1)</th>
<th>VOC (ppmvd)(^2)</th>
<th>CO (ppmvd)(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>bhp ≥ 500: 36 x ECF(^3)</td>
<td>Landfill Gas: 40</td>
<td>2000</td>
</tr>
<tr>
<td>bhp &lt; 500: 45 x ECF(^3)</td>
<td>Digester Gas: 250 x ECF(^3)</td>
<td></td>
</tr>
</tbody>
</table>

TABLE III-B
CONCENTRATION LIMITS EFFECTIVE JANUARY 1, 2016

<table>
<thead>
<tr>
<th>NOx (ppmvd)(^1)</th>
<th>VOC (ppmvd)(^2)</th>
<th>CO (ppmvd)(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>30</td>
<td>250</td>
</tr>
</tbody>
</table>

\(^1\) Parts per million by volume, corrected to 15% oxygen on a dry basis and averaged over 15 minutes.
\(^2\) Parts per million by volume, measured as carbon, corrected to 15% oxygen on a dry basis and averaged over the sampling time required by the test method.
\(^3\) ECF is the efficiency correction factor.

This is one of three (#P2013-13, #P2013-14 and #P2013-15) supporting RFPs that is being released concurrently to support the goal of assisting biogas engine operators achieve compliance with the adopted future limits of Rule 1110.2.

SECTION II: CONTACT PERSON:

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

Alfonso Baez, Program Supervisor
Technology Advancement
SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765-4178
(909) 396-2516
E-mail: abaez@aqmd.gov

SECTION III: SCHEDULE OF EVENTS

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<tr>
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</tbody>
</table>

*Participation in the Bidder’s Conference is optional. Such participation would assist in notifying potential bidders of any updates or amendments. The Bidder’s Conference will be held in Room GB at the AQMD Headquarters in Diamond Bar, California at 1:00 pm on Friday, November 16, 2012. Please contact Alfonso Baez at (909) 396-2516 by close of business on Tuesday, November 13, 2012 if you plan to attend.
SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS

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

B. Definitions:

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

1. "Women business enterprise" (WBE) as used in this policy means a business enterprise that meets all of the following criteria:

   a. a business that 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.

   b. a business whose management and daily business operations are controlled by one or more women.

   c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

2. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.

3. "Disabled veteran business enterprise" (DVBE) as used in this policy means a business enterprise that meets all of the following criteria:

   a. is a sole proprietorship or partnership of which at least 51 percent is owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management and control and earnings are held by one or more disabled veterans.

   b. the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
c. is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

4. "Local business" as used in this policy means a company that has an ongoing business within the South Coast AQMD at the time of bid or proposal submittal and performs 90% of the work related to the contract within the South Coast AQMD and satisfies the requirements of subparagraph H below.

5. “Small business” as used in this policy means a business that meets the following criteria:

   a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:

      • A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or

      • A manufacturer with 100 or fewer employees.

   b. Manufacturer means a business that is both of the following:

      1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.


6. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE or small business and owns at least 51 percent of the joint venture.

7. "Low-Emission Vehicle Business" as used in this policy means a company or contractor that uses low-emission vehicles in conducting deliveries to the AQMD. Low-emission vehicles include vehicles powered by electric, compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol, methanol, hydrogen and diesel retrofitted with particulate matter (PM) traps.

8. “Off-Peak Hours Delivery Business” as used in this policy means a company or contractor that commits to conducting deliveries to the AQMD during off-peak traffic hours defined as between 10:00 a.m. and 3:00 p.m.

9. “Benefits Incentive Business” as used in this policy means a company or contractor that provides janitorial, security guard or landscaping services to the AQMD and commits to providing employee health benefits (as defined below in Section VIII.D.2.d) for full time workers with affordable deductible and co-payment terms.
10. “Minority Business Enterprise” as used in this policy means a business that is at least 51 percent owned by one or more minority person(s), 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.
   a. a business whose management and daily business operations are controlled by one or more minority persons.
   b. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
   c. "Minority person" for purposes of this policy, means a Black American, Hispanic American, Native-American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian (including a person whose origins are from India, Pakistan, and Bangladesh), Asian-Pacific-American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan).

11. Disadvantaged Business Enterprise” as used in this policy means a business that is an entity owned and/or controlled by a socially and economically disadvantaged individual(s) as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d)(8% statute), respectively;
   a Small Business Enterprise (SBE);
   a Small Business in a Rural Area (SBRA);
   a Labor Surplus Area Firm (LSAF); or
   a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Low-Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid. Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not funded in whole or in part by federal grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid.

D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Low-Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by federal grant funds local businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process.

E. AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference,
creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of AQMD contractual obligations.

F. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.

G. When contracts are funded in whole or in part by federal funds, and if subcontracts are to be let, the Contractor must comply with the following, evidencing a good faith effort to solicit disadvantaged businesses. Contractor shall submit a certification signed by an authorized official affirming its status as a MBE or WBE, as applicable, at the time of contract execution. The AQMD reserves the right to request documentation demonstrating compliance with the following good faith efforts prior to contract execution.

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.

I. When contracts are not funded in whole or in part by federal grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the
geographical boundaries of the AQMD. However, if the subject matter of the RFP or RFQ calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of the AQMD shall be entitled to the local business preference.

J. In compliance with federal fair share requirements set forth in 40 CFR 35.6580, the AQMD shall establish a fair share goal annually for expenditures covered by its procurement policy.

SECTION V: STATEMENT OF WORK/SCHEDULE OF DELIVERABLES

Proposals for this RFP should address concisely the information requested in the following scope of work in the format specified in Section VII Proposal Submittal Requirements. Applicants are encouraged to pay close attention to Section IX Proposal Evaluation/Contractor Selection Criteria to assess how their bids will be evaluated. Each bid will be evaluated separately. Information provided should be specific enough for evaluation and scoring purposes, and for inclusion into a binding contract. Successful proposers are expected to expand, and provide more complete details on the scope of work included in the statement of work below.

The goal of this RFP is to solicit proposals from qualified and experienced entities for the turnkey installation and operation of selective non-catalytic reduction (SNCR) emission control technologies for internal combustion engines operating on landfill and/or digester gas (biogas) to meet AQMD’s January 1, 2016 Rule 1110.2 emission limits of:

\[ \text{NOx} = 11 \text{ ppmvd*} \]
\[ \text{VOC} = 30 \text{ ppmvd**} \]
\[ \text{CO} = 250 \text{ ppmvd*} \]

* Parts per million by volume, corrected to 15% oxygen on a dry basis and averaged over 15 minutes
** Parts per million by volume, measured as carbon, corrected to 15% oxygen on a dry basis and averaged over the sampling time required by the test method

One unique feature of emission control SNCR systems for biogas engines compared to selective catalytic reduction (SCR) systems is the ability to operate without the need of a biogas cleanup system. Proposals that include a host site demonstration partner within the South Coast Air Basin and landfill application will be awarded additional points during the evaluation process.

Proposals will need to be part of at least a six to eight month demonstration period in addition to the installation time. It is anticipated to begin the demonstration period in early to mid 2013, and be completed by early to mid 2014. The successful bidding entities should have proven expertise in working directly with SNCR technologies and biogas renewable distributed electrical power generation in addition to the following:

**Permits and Safety**
Proposers will be required to work with relevant authorities (local, state and/or federal) to acquire the necessary permits and permissions to site the proposed system. The project
incentive funding will be contingent upon compliance with such necessary permissions and permits.

Proponents should ensure that the provisions for safety controls for the entire installed system will meet or exceed industry standards and will be compliant with all applicable building, fire and electrical codes. Proponents should provide for system performance monitoring and measurement. Proponents should develop complete systems that can be installed in a relatively short timeline following acquisition of all relevant permits. Diagrams and photographs of the proposed SNCR systems should be enclosed with the proposals.

**Performance measures and economics**

Applicants are required to adequately describe environmental outputs and outcomes to be achieved. Proponents should also describe performance measures they expect to achieve with the installation and operation of the SNCR system. These performance measures will be the mechanism to track the progress concerning the successful operation of the SNCR system. The performance measures should include compliance with the January 1, 2016 Rule 1110.2 emission limits, expected criteria pollutant and greenhouse gas emission reductions, efficiency, durability, availability and maintenance requirements. If applicant is unable to calculate criteria pollutant and greenhouse gas emission reductions, they may include estimates of other quantifiable outputs that have a direct relationship with criteria pollutant and greenhouse gas emission reductions. Proponents are encouraged to provide independent verification, if any, of such data. These data should be later validated against the operating data following the installation of the SNCR system.

In the proposal, Volume II, “Cost Proposal,” proponents should discuss the anticipated costs of permitting, purchasing, installing, and operating the SNCR system. This should be later validated with the actual data.

- Proponents should determine the operating costs (fuel, utilities, maintenance, etc.) of the combined system. Combined capital and operating costs should be calculated using the Discounted Cash Flow Method.
- Proponents should discuss how the proposed SNCR system will provide competitive advantages, if any, against competing technologies.

**Collect reports and analyze data on operations**

During the duration of the project, proponent should document and compare anticipated performance and economics with actual results. In particular, proponent should address, at a minimum, the following:

- Installation, acceptance, and permitting issues
- Performance of the system in terms of compliance with the January 1, 2016 Rule 1110.2 emission limits, criteria pollutant and greenhouse gas emission reductions, efficiency, durability, availability and maintenance requirements,
- Safety incidents, if any
- Capital, permitting, and installation costs
- Operating and maintenance costs of the project
- Lessons learned

**SECTION VI: REQUIRED QUALIFICATIONS**
Provide a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD. List all key personnel assigned to the project by level and name, and include resumes.

The proponent must have detailed knowledge and expertise in NSCR system development, installation, operation and maintenance and must be strongly acquainted with industry and government codes, protocols and standards related to biogas engine distributed electrical power generation. The proponent should have direct experience in acquiring relevant building, fire, and environmental permits, and – if necessary – to make modifications to the site-facilities to comply with permit requirements. Proponent should have a successful track record in deployment of environmentally friendly technologies.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

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

Each proposal must be submitted in three separate volumes:

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

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

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

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

VOLUME I - TECHNICAL PROPOSAL

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME

Summary (Section A) - State overall approach to meeting the objectives and satisfying the scope of work to be performed, the sequence of activities, and a description of methodology or techniques to be used.

Program Schedule (Section B) - Provide projected milestones or benchmarks for submitting reports within the total time allowed.
Project Organization (Section C) - Describe the proposed management structure, program monitoring procedures, and organization of the proposed team.

Qualifications (Section D) - Describe the technical capabilities of the firm. Provide references of other similar studies performed during the last five years demonstrating ability to successfully complete the project. Include contact name, title, and telephone number for any references listed. Provide a statement of your firm’s background and experience in performing similar projects for other governmental organizations.

Assigned Personnel (Section E) - Provide the following information on the staff to be assigned to this project:

1. List all key personnel assigned to the project by level and name. Provide a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD.

2. Provide a spreadsheet of the labor hours proposed for each labor category at the task level.

3. Provide a statement indicating whether or not 90% of the work will be performed within the geographical boundaries of the AQMD.

4. Provide a statement of the education and training program provided by, or required of, the staff identified for participation in the project, particularly with reference to management consulting, governmental practices and procedures, and technical matters.

5. Provide a summary of your firm’s general qualifications to meet required qualifications and fulfill statement of work, including additional firm personnel and resources beyond those who may be assigned to the project.

Subcontractors (Section F) - This project may require expertise in multiple technical areas. List any subcontractors that may be used and the work to be performed by them.

Conflict of Interest (Section G) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of AQMD. Although the Proposer will not be automatically disqualified by reason of work performed for such firms, AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section H) - Provide other essential data that may assist in the evaluation of this proposal.

VOLUME II - COST PROPOSAL

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

Cost Proposal – AQMD anticipates awarding a fixed price contract. Cost information must be provided as listed below:

1. Detail must be provided by the following categories:

   A. Labor - List the total number of hours and the hourly billing rate for each level of professional staff. A breakdown of the proposed billing rates must identify the direct labor rate, overhead rate and amount, fringe benefit rate and amount, General and
Administrative rate and amount, and proposed profit or fee. Provide a basis of estimate justifying the proposed labor hours and proposed labor mix.

B. **Subcontractor Costs** - List subcontractor costs and identify subcontractors by name. Itemize subcontractor charges per hour or per day.

C. **Travel Costs** - Indicate amount of travel cost and basis of estimate to include trip destination, purpose of trip, length of trip, airline fare or mileage expense, per diem costs, lodging and car rental.

D. **Other Direct Costs** - This category may include such items as postage and mailing expense, printing and reproduction costs, etc. Provide a basis of estimate for these costs.

**VOLUME III - CERTIFICATIONS AND REPRESENTATIONS** (see Attachment A to this RFP)

CERTIFICATIONS AND REPRESENTATIONS MUST BE INCLUDED IN YOUR RFP

**SECTION VIII: PROPOSAL SUBMISSION**

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

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

**Due Date** - The Proposer shall submit eight (8) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals #P2013-13." **All proposals are due no later than 1:00 p.m., December 19, 2012, and should be directed to:**

Procurement Unit  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
(909) 396-3520

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

**Grounds for Rejection** - A proposal may be immediately rejected if:

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

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

**Modification or Withdrawal** - Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.
SECTION IX: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA

A. Proposals will be evaluated by a panel of three to five AQMD staff members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel will make a recommendation to the Executive Officer and/or the Governing Board of the AQMD for final selection of a contractor and negotiation of a contract.

B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

1. Proposal Evaluation Criteria

   Understanding the Problem/Requirements ........................................... 10
   Technical/Management Approach .................................................. 20
   Contractor Qualifications ......................................................... 10
   Previous Experience on Similar Projects .................................. 15
   Includes Host Site Demonstration Partner .............................. 5
   In-Basin Location .............................................................. 5
   Landfill Application ........................................................... 5
   Cost ............................................................................. 30

   TOTAL .................................................................. 100

(c) Additional Points

   Small Business or Small Business Joint Venture ............. 10
   DVBE or DVBE Joint Venture ........................................... 10
   Use of DVBE or Small Business Subcontractors ........... 7
   Low-Emission Vehicle Business .................................... 5
   Local Business (Non-Federally Funded Projects Only) .... 5
   Off-Peak Hours Delivery Business ................................ 2

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

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

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

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

3. For procurement of Research and Development (R & D) projects or projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, technical factors including past experience shall be weighted at 70 points and cost shall be weighted at 30 points. A proposal must receive at least 56 out of 70 points on R & D projects and projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, in order to be deemed qualified for award.

4. The lowest cost proposal will be awarded the maximum cost points available and all other cost proposals will receive points on a prorated basis. For example if the lowest cost proposal is $1,000 and the maximum points available are 30 points, this proposal would receive the full 30 points. If the next lowest cost proposal is $1,100 it would receive 27 points reflecting the fact that it is 10% higher than the lowest cost (90% of 30 points = 27 points).
C. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time.

D. The Executive Officer or Governing Board may award the contract to a proposer other than the proposer receiving the highest rating in the event the Governing Board determines that another proposer from among those technically qualified would provide the best value to AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process. Evidence provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal.

E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.

F. The Governing Board has approved a Bid Protest Procedure which provides a process for a bidder or prospective bidder to submit a written protest to the AQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to the AQMD Procurement Department.

G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.

H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.

I. Upon mutual agreement of the parties of any resultant contract from this RFP, the original contract term may be extended.
SECTION X: DRAFT CONTRACT (Provided as a sample only)

South Coast
Air Quality Management District

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

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

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

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

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

5. **TERMINATION**
   A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
   B. AQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Agreement and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
   C. CONTRACTOR shall be paid in accordance with this Agreement for all work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Agreement with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

6. **INSURANCE**
   A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
   B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries, and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   D. CONTRACTOR shall furnish evidence to AQMD of Professional Liability Insurance with an aggregate limit of not less than $5,000,000. [OPTIONAL FOR PROFESSIONAL SERVICES]
E. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.

F. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. The AQMD Contract Number must be included on the face of the certificate.

G. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred or required to be paid by AQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

8. CO-FUNDING [USE IF REQUIRED]

A. CONTRACTOR shall obtain co-funding as follows: *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); and *** Dollars ($***).

B. If CONTRACTOR fails to obtain co-funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.

C. CONTRACTOR shall provide co-funding in the amount of *** Dollars ($*** for this project. If CONTRACTOR fails to provide this co-funding, then AQMD reserves the right to renegotiate or terminate this Contract.

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

A. AQMD shall pay CONTRACTOR a fixed price of *** Dollars ($*** for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: ***.

B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD. [OPTIONAL]

C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

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

A. AQMD shall pay CONTRACTOR a total not to exceed amount of *** Dollars ($***, including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or
B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocations of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars ($1,000) upon prior written approval from AQMD. Reallocations of costs in excess of One Thousand Dollars ($1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.

C. AQMD’s payment of invoices shall be subject to the following limitations and requirements:
   i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR). AQMD’s reimbursement of travel expenses and requirements for supporting documentation are listed below.
   ii) CONTRACTOR’s failure to provide receipts shall be grounds for AQMD’s non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
   iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.

D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by AQMD in writing.
   i) AQMD’s reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
      Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
      Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.
      Lodging - Up to One Hundred Fifty Dollars ($150) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.
      Meals - Daily allowance is Fifty Dollars ($50.00).
   ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
      Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.
      Meals - Meals billed in excess of $50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.
      Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate
      Other travel-related expenses - Receipts are required for all individual items.

E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

10. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
   A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
   B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
11. **NOTICES** - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

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

**CONTRACTOR:** ***  
***  
***  
Attn: ***

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

13. **CONFIDENTIALITY** - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:  
A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.  
B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.  
C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.  
D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
E. Take at CONTRACTOR expense, but at AQMD’s option and in any event under AQMD’s control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.

F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.

G. Prevent access to such information by any person or entity not authorized under this Contract.

H. Establish specific procedures in order to fulfill the obligations of this clause.

I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

14. PUBLICATION

A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.

B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

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

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

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

17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
18. **ASSIGNMENT** - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

19. **NON-EFFECT OF WAIVER** - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

20. **ATTORNEYS’ FEES** - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys’ fees and costs.

21. **FORCE MAJEURE** - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

22. **SEVERABILITY** - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

23. **HEADINGS** - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

24. **DUPLICATE EXECUTION** - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

25. **GOVERNING LAW** - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

26. **CITIZENSHIP AND ALIEN STATUS**
   A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
   
   B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
   
   C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from
employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

27. FEDERAL FAIR SHARE POLICY - As a recipient of Environmental Protection Agency (EPA) grant funds, AQMD is required to flow down to all of its contractors the provisions of 40 CFR Section 31.36(e) which addresses affirmative steps for contracting with small-and-minority firms, women’s business enterprises, and labor surplus area firms. CONTRACTOR agrees to comply with these provisions.

28. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD’s District Counsel’s office. [USE IF REQUIRED]

29. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS [OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the AQMD, CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

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

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.
30. **OPTION TO EXTEND THE TERM OF THE CONTRACT** - AQMD reserves the right to extend the contract for a one-year period commencing ***** (enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. **[USE IF REQUIRED]**

31. **KEY PERSONNEL** - *insert person's name* is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by AQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by AQMD. AQMD reserves the right to interview proposed substitute key personnel. **[USE IF REQUIRED]**

32. **PREVAILING WAGES** – **[USE FOR INFRASTRUCTURE PROJECTS]** CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD’s headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

33. **APPROVAL OF SUBCONTRACT**

   A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD’s Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.

   B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.

   C. The sole purpose of AQMD’s review is to insure that AQMD’s contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor’s means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

34. **ENTIRE CONTRACT** - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.
IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ***

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

Date: ____________________________ Date: ____________________________

ATTEST:
Saundra McDaniel, Clerk of the Board

By: ____________________________

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

By: ____________________________
ATTACHMENT A

CERTIFICATIONS AND REPRESENTATIONS
Business Information Request

Dear SCAQMD Contractor/Supplier:

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

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

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

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

Sincerely,

Michael B. O’Kelly
Chief Financial Officer

DH:tm

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

<table>
<thead>
<tr>
<th>Business Name</th>
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<tr>
<td>Division of</td>
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<tr>
<td>Subsidiary of</td>
<td></td>
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<tr>
<td>Website Address</td>
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</tbody>
</table>

**Type of Business**

- Individual
- DBA, Name _______________, County Filed In _______________
- Corporation, ID No. ________________
- LLC/ LLP, ID No. ________________
- Other ________________

### REMITTING ADDRESS INFORMATION

<table>
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<tr>
<th>Address</th>
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<tr>
<td>City/Town</td>
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<td>State/Province</td>
<td>Zip</td>
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<td>Phone</td>
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<tr>
<td>Contact</td>
<td>Title</td>
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<tr>
<td>E-mail Address</td>
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<tr>
<td>Payment Name if Different</td>
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</tbody>
</table>

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

**Attention: Accounts Payable, Accounting Department**

**South Coast Air Quality Management District**

21865 Copley Drive  
Diamond Bar, CA 91765-4178
DISADVANTAGED BUSINESS CERTIFICATION

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

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

Statements of certification:

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

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

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

Check all that apply:

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

Percent of ownership: ________ %

Name of Qualifying Owner(s): ____________________________________________

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

_____________________________ ________________________________
NAME TITLE

_____________________________ ________________________________
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 DVBE and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that DVBE will receive at least 51 percent of the project dollars.

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

• has an ongoing business within the boundary of the SCAQMD at the time of bid application.

• performs 90 percent of the work within SCAQMD’s jurisdiction.

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

• is at least 51 percent owned by one or more minority persons or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons.

• is a business whose management and daily business operations are controlled or owned by one or more minority person.

• is a business which is a sole proprietorship, corporation, partnership, joint venture, an association, or a cooperative with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

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

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

a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:

• A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or

• A manufacturer with 100 or fewer employees.

b. Manufacturer means a business that is both of the following:

1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.

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

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

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.
Form W-9 Request for Taxpayer Identification Number and Certification
Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):

☐ Individual/sole proprietor
☐ Corporation
☐ Partnership
☐ Trust/Estate

☐ Limited liability company. Enter the tax classification (C-corporation, S-corporation, P-partnership)

☐ Other (see instructions)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see Here to get a TIN on page 3.

Social security number

Employer identification number

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

Part II

Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

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

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

Signature of U.S. person

Date

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

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding;

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of any foreign country,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

Example. Articles 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-9.

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships on page 1.

Updating Your Information

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

Penalties

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

Civil penalty for false information with respect to withholding. If you make a false statement with respect to withholding in your statement to a requester to prove that backup withholding is not due, you are subject to a $500 penalty.

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for example, 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, or any other name you used last year.

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.

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

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

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the same name shown on the income tax return for which the income will be reported.

Examples. A foreign LLC that is treated as a disregarded entity for federal tax purposes has a foreign owner, the foreign owner's name is required to be provided on the "Name" line. If the direct owner of the entity is a disregarded entity, enter the owner's first name that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-9.

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

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification of the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner, enter "Sole owner" and the owner's name. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.
Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/desired entity name” line.

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:
1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(k).
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. A trust described in paragraph (c)(1) of section 336, if a person who is a U.S. person and the trust is a U.S. person, and the trust is not a recognized mutual fund as defined in Code section 851.
12. A trust described in paragraph (c)(2) of section 336, if a person who is a U.S. person and the trust is a U.S. person, and any income from the trust is not from a source outside the United States.
14. A middleman in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 484.

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

<table>
<thead>
<tr>
<th>If the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 9</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 6 and 7 through 13. Also, C corporations.</td>
</tr>
<tr>
<td>Banker exchange transactions and payments</td>
<td>Exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments over $5000 required to be reported and direct sales over $5000</td>
<td>Generally, exempt payees 1 through 7.</td>
</tr>
</tbody>
</table>

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately.

To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1122. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN. Form SS-5, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-5 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

1However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorney fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.
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 or rents, royalties, goods (other than bars 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, 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

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account*</td>
</tr>
<tr>
<td>3. Custodial account of a minor (Form 5609-Or to Minor's Account)</td>
<td>The minor*</td>
</tr>
<tr>
<td>4. The usual removable savings trust (grantor is also trustee)</td>
<td>The grantor trustee*</td>
</tr>
<tr>
<td>5. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner*</td>
</tr>
<tr>
<td>6. Single proprietorship or disregarded entity owned by an individual</td>
<td>The owner*</td>
</tr>
<tr>
<td>7. Qualified trust (if not specifically described)</td>
<td>The grantor*</td>
</tr>
</tbody>
</table>

For this type of account: | Give name and EIN of: |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The grantor</td>
</tr>
<tr>
<td>8. A real trust, estate, or pension trust</td>
<td>The legal entity*</td>
</tr>
<tr>
<td>9. Corporation or LLC doing business as a corporation</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or managed account</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or private that receives agricultural program payments)</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. Qualified trust (if not specifically described)</td>
<td>The trust</td>
</tr>
</tbody>
</table>

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

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

Secure Your Tax Records from Identity Theft

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

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-909-4498 or submit Form 14039.

For more information, see Publication 4557, Identity Theft Prevention and Victim Assistance.

VICTIMS OF IDENTITY THEFT WHO ARE EXPERIENCING ECONOMIC HARM OR A SYSTEM PROBLEM, OR ARE SEEKING AIDS TO PROFESSIONAL PROBLEMS THAT HAVE NOT BEEN RESOLVED THROUGH NORMAL CHANNELS, MAY BE ELIGIBLE FOR TAX ADVISOR ASSISTANCE (TAX ADVISOR/SERVICE (TAS) ASSISTANCE). YOU CAN REACH TAS BY CALLING THE TAS TOLL-FREE ENSITE AT 1-877-777-4775 OR TTY/TDD 1-800-829-4059.

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

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret information for their credit card, bank, or other financial accounts. If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@federaltrade.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you pay; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form must use the information on the form to file information returns with the IRS, respecting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to other states, the District of Columbia, and the U.S. possessions for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, you must properly withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.
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 judgement 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 (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 #:________________

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.
### Campaign Contributions Disclosure, continued:

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Governing Board Member or MSRC Member/Alternate</th>
<th>Amount of Contribution</th>
<th>Date of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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.

REQUEST FOR PROPOSALS

Request for Volunteer Host Sites for Deployment of Selective Non-Catalytic Reduction Emission Control Technologies or other Biogas Cleanup Systems with Emission Control Technologies for Internal Combustion Engines Operating on Landfill or Digester Gas to Meet South Coast Air Quality Management District’s January 2016 Rule 1110.2 emission limits

#P2013-14

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

PURPOSE
The purpose of this RFP is to identify host sites within the South Coast Air Basin that are willing to volunteer to work with AQMD in the deployment of selective non-catalytic reduction (SNCR) emission control technologies or other biogas cleanup systems with emission control technologies for internal combustion engines (ICEs) operating on landfill and/or digester gas (biogas) to meet AQMD’s future Rule 1110.2 emission limits (11 ppmvd NOx, 30 ppmvd VOC and 250 ppmvd CO), which take effect January 1, 2016. Host sites will be aligned with SNCR emission control technologies identified from RFP #P2013-13 or if interested in biogas cleanup systems, these sites will be queued for consideration of systems as identified through RFP #P2013-15. Proponents should be well-acquainted with the codes, standards, safety, and permitting protocols of delivering, installing, operating, and maintaining biogas renewable electrical power generation.

Due to the nature of the potential projects, the actual award amount cannot be determined at this time.

INDEX - The following are contained in this RFP:

- Section I - Background/Information
- Section II - Contact Person
- Section III - Schedule of Events
- Section IV - Participation in the Procurement Process
- Section V - Statement of Work/Schedule of Deliverables
- Section VI - Required Qualifications
- Section VII - Proposal Submittal Requirements
SECTION I: BACKGROUND/INFORMATION

AQMD is a regional agency with jurisdiction over air quality in California’s South Coast Air Basin with a boundary that includes over 10,000 square miles and a population of approximately 17 million. This region has great potential for renewable energy sources of landfill and digester gas (biogas). Biogas, a by-product of municipal wastewater treatment and landfill operations, is a renewable energy source and is often combusted as fuel in biogas engines to produce electrical power for onsite and/or offsite use. Within the South Coast Air Basin there are currently 28 landfill gas and 30 digester gas engines in operation permitted by AQMD and the total horsepower of these engines is 71,952 and 53,175 respectively.

While biogas engines are one of several technologies available to harness power from biogas, the power produced by these engines have undesirable emissions. These engines are generally larger 4-stroke, lean-burn engines. Contaminants in biogas such as siloxanes, hydrogen sulfide and other sulfur based compounds, which are incompatible with catalytic after-treatment devices, and so biogas engines have generally not been required to install oxidation catalysts and SCR units used by natural gas engines. As a result, the emission limits for biogas engines have traditionally been the highest of all engines, even higher than diesel engines with best available control technology (BACT). However, recent developments and demonstration projects have indicated that new technologies such as SNCR which do not require biogas cleanup systems may reduce emissions to as low as that from natural gas engines.

AQMD’s Rule 1110.2 establishes emission limits of nitrogen oxides (NOx), volatile organic compounds (VOC), and carbon monoxide (CO) for stationary, nonemergency gaseous- and liquid-fueled engines, including the 58 engines in this source category, that are fueled by biogas. Rule 1110.2 was amended in February 2008 to lower the emission limits of natural gas and biogas engines to BACT levels for NOx and VOC and to levels close to BACT for CO. The rule amendment and adopted resolutions directed staff to conduct a Technology Assessment to address the availability, feasibility, cost-effectiveness, compliance schedule, and greenhouse gas impacts of biogas engine control technologies and report back to the Governing Board. In July 2010, staff filed an Interim Technology Assessment with the Governing Board, which summarized the biogas cleanup and biogas engine control technologies to date and the status of ongoing demonstration projects. The Interim Technology Assessment concluded that feasible, cost-effective technologies could be
available that can support the feasibility of the July 2012 emission limits, but that the delay in the demonstration projects would necessitate an adjustment to the July 1, 2012 compliance date of Rule 1110.2.

At the September 2012 Governing Board meeting Rule 1110.2 was amended, in part, to provide additional time of three and a half years to achieve compliance with the previously adopted emission limits for biogas engines. In addition, AQMD committed to work with industry and the regulated community to further demonstrate and identify biogas cleanup and emission control technologies for biogas engines to achieve compliance with the future emission limits of Rule 1110.2. Current and future emission limits for landfill and biogas engines are excerpted from AQMD Rule 1110.2 and shown below:

| TABLE III-A |
| CONCENTRATION LIMITS FOR LANDFILL AND DIGESTER GAS (BIOGAS)-FIRED ENGINES |
| NOx (ppmvd)\(^1\) | VOC (ppmvd)\(^2\) | CO (ppmvd)\(^3\) |
| bhp ≥ 500: 36 x ECF\(^3\) | Landfill Gas: 40 | 2000 |
| bhp < 500: 45 x ECF\(^3\) | Digester Gas: 250 x ECF\(^3\) |

| TABLE III-B |
| CONCENTRATION LIMITS EFFECTIVE JANUARY 1, 2016 |
| NOx (ppmvd)\(^1\) | VOC (ppmvd)\(^2\) | CO (ppmvd)\(^3\) |
| 11 | 30 | 250 |

\(^1\) Parts per million by volume, corrected to 15% oxygen on a dry basis and averaged over 15 minutes.

\(^2\) Parts per million by volume, measured as carbon, corrected to 15% oxygen on a dry basis and averaged over the sampling time required by the test method.

\(^3\) ECF is the efficiency correction factor.

Volunteer host sites located within the South Coast Air Basin will be aligned with SNCR emission control technologies from RFP #P2013-13. Host sites should be willing to work with the AQMD to demonstrate these technologies and identify some level of cost-share for the duration of the test period. Host sites interested in pursuing biogas cleanup and SCR will also be considered and queued for future potential demonstrations as a result of RFP #P2013-15. Previous AQMD demonstration projects on these technologies were conducted at wastewater treatment facilities, so volunteer host sites which are landfill operations are desired to demonstrate feasibility and cost effectiveness of potential technologies which can achieve the future emission limits of Rule 1110.2. Host sites will have biogas composition testing conducted at their facility based on an AQMD approved testing protocol. Host sites will need to be part of at least a six to eight month demonstration period in addition to the installation time. It is anticipated that host sites will begin the demonstration period in early to mid 2013, and be completed by early to mid 2014. Results of these demonstration projects will be reported to the Governing Board by June 2014 in order to determine the feasibility and
cost effectiveness of achieving the future emission limits of Rule 1110.2 for biogas engines by January 2016.

This is one of three (#P2013-13, #P2013-14 and #P2013-15) supporting RFPs which are being released concurrently to support the goal of assisting biogas engine operators achieve compliance with the future emission limits of Rule 1110.2.

SECTION II: CONTACT PERSON:

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

Alfonso Baez, Program Supervisor
Technology Advancement
SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765-4178
(909) 396-2516
E-mail: abaez@aqmd.gov

SECTION III: SCHEDULE OF EVENTS

November 2, 2012 RFP Released
November 16, 2012 Bidder’s Conference*
December 19, 2012 Proposals Due – No Later Than 1:00 pm
January 18, 2013 Stationary Source Committee
February 1, 2013 Governing Board Approval

*Participation in the Bidder’s Conference is optional. Such participation would assist in notifying potential bidders of any updates or amendments. The Bidder’s Conference will be held in Room GB at the AQMD Headquarters in Diamond Bar, California at 1:00 pm on Friday, November 16, 2012. Please contact Alfonso Baez at (909) 396-2516 by close of business on Tuesday, November 13, 2012 if you plan to attend.

SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS

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

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

1. "Women business enterprise" (WBE) as used in this policy means a business enterprise that meets all of the following criteria:

   a. a business that 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.

   b. a business whose management and daily business operations are controlled by one or more women.

   c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

2. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.

3. "Disabled veteran business enterprise" (DVBE) as used in this policy means a business enterprise that meets all of the following criteria:

   a. is a sole proprietorship or partnership of which at least 51 percent is owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management and control and earnings are held by one or more disabled veterans.

   b. the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
c. is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

4. "Local business" as used in this policy means a company that has an ongoing business within the South Coast AQMD at the time of bid or proposal submittal and performs 90% of the work related to the contract within the South Coast AQMD and satisfies the requirements of subparagraph H below.

5. “Small business” as used in this policy means a business that meets the following criteria:

   a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:

      • A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or
      • A manufacturer with 100 or fewer employees.

   b. Manufacturer means a business that is both of the following:

      1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.


6. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE or small business and owns at least 51 percent of the joint venture.

7. "Low-Emission Vehicle Business" as used in this policy means a company or contractor that uses low-emission vehicles in conducting deliveries to the AQMD. Low-emission vehicles include vehicles powered by electric, compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol, methanol, hydrogen and diesel retrofitted with particulate matter (PM) traps.

8. “Off-Peak Hours Delivery Business” as used in this policy means a company or contractor that commits to conducting deliveries to the AQMD during off-peak traffic hours defined as between 10:00 a.m. and 3:00 p.m.
9. “Benefits Incentive Business” as used in this policy means a company or contractor that provides janitorial, security guard or landscaping services to the AQMD and commits to providing employee health benefits (as defined below in Section VIII.D.2.d) for full time workers with affordable deductible and co-payment terms.

10. “Minority Business Enterprise” as used in this policy means a business that is at least 51 percent owned by one or more minority person(s), 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 or minority persons.

   a. a business whose management and daily business operations are controlled by one or more minority persons.

   b. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

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

11. Disadvantaged Business Enterprise” as used in this policy means a business that is an entity owned and/or controlled by a socially and economically disadvantaged individual(s) as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d)(8% statute), respectively;
   a Small Business Enterprise (SBE);
   a Small Business in a Rural Area (SBRA);
   a Labor Surplus Area Firm (LSAF); or
   a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Low-Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid. Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not
funded in whole or in part by federal grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid.

D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Low-Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by federal grant funds local businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process.

E. AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of AQMD contractual obligations.

F. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.

G. When contracts are funded in whole or in part by federal funds, and if subcontracts are to be let, the Contractor must comply with the following, evidencing a good faith effort to solicit disadvantaged businesses. Contractor shall submit a certification signed by an authorized official affirming its status as a MBE or WBE, as applicable, at the time of contract execution. The AQMD reserves the right to request documentation demonstrating compliance with the following good faith efforts prior to contract execution.

   1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

   2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.

I. When contracts are not funded in whole or in part by federal grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the geographical boundaries of the AQMD. However, if the subject matter of the RFP or RFQ calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of the AQMD shall be entitled to the local business preference.

J. In compliance with federal fair share requirements set forth in 40 CFR 35.6580, the AQMD shall establish a fair share goal annually for expenditures covered by its procurement policy.

SECTION V: STATEMENT OF WORK/SCHEDULE OF DELIVERABLES

The goal of this RFP is to identify host sites within the South Coast Air Basin that are willing to volunteer to work with AQMD in the deployment of selective non catalytic reduction (SNCR) emission control technologies or other biogas cleanup systems with emission control technologies for internal combustion engines operating on landfill and/or digester gas (biogas) to meet AQMD’s future Rule 1110.2 emission limits, which take effect on January 1, 2016. Host sites will be aligned with SNCR emission control technologies identified from
RFP #P2013-13 or if interested in biogas cleanup systems, these sites will be queued for consideration of systems as identified through RFP #P2013-15.

Host sites will work with AQMD in providing feedback on operations of SNCR technologies and/or biogas cleanup systems with emission control technologies addressing the following issues:

   a) Installation, acceptance, and permitting issues
   b) Performance of the system in terms of compliance with the January 1, 2016 Rule 1110.2 emission limits, criteria pollutant and greenhouse gas emission reductions, efficiency, durability, availability and maintenance requirements
   c) Safety incidents, if any
   d) Operating and maintenance costs of the project
   e) Lessons learned

In the proposal, Volume II, “Cost Proposal,” proponents should discuss any expected in-kind contributions and/or anticipated cost-share on their part.

SECTION VI: REQUIRED QUALIFICATIONS

Provide information on the host site operations pertaining to biogas engines and a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD. List all key personnel assigned to the project by level and name, and include resumes. Host sites should have a successful track record in deployment of environmentally friendly and/or similar technologies for biogas engines.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

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

Each proposal must be submitted in three separate volumes:

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

A separate cover letter including the name, address, and telephone number of the contractor, and signed by the person or persons authorized to represent the firm should accompany the proposal submission. Firm contact information as follows should also be included in the cover letter:
1. Address and telephone number of office in, or nearest to, Diamond Bar, California.
2. Name and title of firm's representative designated as contact.

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

**VOLUME I - TECHNICAL PROPOSAL**

**DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME**

Host sites should discuss their host site operations pertaining to biogas engines and any experience with SNCR emission control technologies or biogas cleanup systems. However, experience with SNCR emission control technologies or biogas cleanup systems is not required in order to be considered as a host site.

**Summary (Section A)** - State overall approach to meeting the objectives and satisfying the scope of work to be performed, the sequence of activities, and a description of methodology or techniques to be used.

**Program Schedule (Section B)** - Provide projected milestones or benchmarks for submitting reports within the total time allowed.

**Project Organization (Section C)** - Describe the proposed management structure, program monitoring procedures, and organization of the proposed team.

**Qualifications (Section D)** - Describe the technical capabilities of the firm. Provide references of other similar studies performed during the last five years demonstrating ability to successfully complete the project. Include contact name, title, and telephone number for any references listed. Provide a statement of your firm's background and experience in performing similar projects for other governmental organizations.

**Assigned Personnel (Section E)** - Provide the following information on the staff to be assigned to this project:

1. List all key personnel assigned to the project by level and name. Provide a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD.

2. Provide a spreadsheet of the labor hours proposed for each labor category at the task level.
3. Provide a statement indicating whether or not 90% of the work will be performed within the geographical boundaries of the AQMD.

4. Provide a statement of the education and training program provided by, or required of, the staff identified for participation in the project, particularly with reference to management consulting, governmental practices and procedures, and technical matters.

5. Provide a summary of your firm’s general qualifications to meet required qualifications and fulfill statement of work, including additional firm personnel and resources beyond those who may be assigned to the project.

Subcontractors (Section F) - This project may require expertise in multiple technical areas. List any subcontractors that may be used and the work to be performed by them.

Conflict of Interest (Section G) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of AQMD. Although the Proposer will not be automatically disqualified by reason of work performed for such firms, AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section H) - Provide other essential data that may assist in the evaluation of this proposal.

**VOLUME II - COST PROPOSAL**

Host sites should discuss any expected in-kind contributions and/or anticipated cost-share.

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

Cost Proposal – AQMD anticipates awarding a fixed price contract. Cost information must be provided as listed below:

1. Detail must be provided by the following categories:

   A. Labor - List the total number of hours and the hourly billing rate for each level of professional staff. A breakdown of the proposed billing rates must identify the direct labor rate, overhead rate and amount, fringe benefit rate and amount, General and Administrative rate and amount, and proposed profit or fee. Provide a basis of estimate justifying the proposed labor hours and proposed labor mix.

   B. Subcontractor Costs - List subcontractor costs and identify subcontractors by name. Itemize subcontractor charges per hour or per day.
C. **Travel Costs** - Indicate amount of travel cost and basis of estimate to include trip destination, purpose of trip, length of trip, airline fare or mileage expense, per diem costs, lodging and car rental.

D. **Other Direct Costs** - This category may include such items as postage and mailing expense, printing and reproduction costs, etc. Provide a basis of estimate for these costs.

**VOLUME III - CERTIFICATIONS AND REPRESENTATIONS** (see Attachment A to this RFP)

CERTIFICATIONS AND REPRESENTATIONS MUST BE INCLUDED IN YOUR RFP

**SECTION VIII: PROPOSAL SUBMISSION**

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

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

**Due Date** - The Proposer shall submit eight (8) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals #P2013-14." **All proposals are due no later than 1:00 p.m., December 19, 2012, and should be directed to:**

Procurement Unit  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
(909) 396-3520

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

**Grounds for Rejection** - A proposal may be immediately rejected if:

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

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

Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

SECTION IX: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA

A. Proposals will be evaluated by a panel of three to five AQMD staff members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel will make a recommendation to the Executive Officer and/or the Governing Board of the AQMD for final selection of a contractor and negotiation of a contract.

B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

1. Proposal Evaluation Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding the Problem/Requirements</td>
<td>10</td>
</tr>
<tr>
<td>Technical/Management Approach</td>
<td>20</td>
</tr>
<tr>
<td>Contractor Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>Previous Experience on Similar Projects</td>
<td>20</td>
</tr>
<tr>
<td>Cost</td>
<td>30</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

(c) Additional Points

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business or Small Business Joint Venture</td>
<td>10</td>
</tr>
<tr>
<td>DVBE or DVBE Joint Venture</td>
<td>10</td>
</tr>
<tr>
<td>Use of DVBE or Small Business Subcontractors</td>
<td>7</td>
</tr>
<tr>
<td>Low-Emission Vehicle Business</td>
<td>5</td>
</tr>
<tr>
<td>Local Business (Non-Federally Funded Projects Only)</td>
<td>5</td>
</tr>
<tr>
<td>Off-Peak Hours Delivery Business</td>
<td>2</td>
</tr>
</tbody>
</table>

The cumulative points awarded for small business, DVBE, use of small business or DVBE subcontractors, low-emission vehicle business, local business, and off-peak hours delivery business shall not exceed 15 points.
Note: The award of these additional points shall be contingent upon Proposer completing the Self-Certification section of Attachment A – Certifications and Representations and/or inclusion of a statement in the proposal self-certifying that Proposer qualifies for additional points as detailed above.

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

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

3. For procurement of Research and Development (R & D) projects or projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, technical factors including past experience shall be
weighted at 70 points and cost shall be weighted at 30 points. A proposal must receive at least 56 out of 70 points on R & D projects and projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, in order to be deemed qualified for award.

4. The lowest cost proposal will be awarded the maximum cost points available and all other cost proposals will receive points on a prorated basis. For example if the lowest cost proposal is $1,000 and the maximum points available are 30 points, this proposal would receive the full 30 points. If the next lowest cost proposal is $1,100 it would receive 27 points reflecting the fact that it is 10% higher than the lowest cost (90% of 30 points = 27 points).

C. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time.

D. The Executive Officer or Governing Board may award the contract to a proposer other than the proposer receiving the highest rating in the event the Governing Board determines that another proposer from among those technically qualified would provide the best value to AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process. Evidence provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal.

E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.

F. The Governing Board has approved a Bid Protest Procedure which provides a process for a bidder or prospective bidder to submit a written protest to the AQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to the AQMD Procurement Department.

G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.

H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.
I. Upon mutual agreement of the parties of any resultant contract from this RFP, the original contract term may be extended.
SECTION X: DRAFT CONTRACT (Provided as a sample only)

South Coast
Air Quality Management District

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

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

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

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

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

5. **TERMINATION**
   A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
   B. AQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Agreement and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
   C. CONTRACTOR shall be paid in accordance with this Agreement for all work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Agreement with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

6. **INSURANCE**
   A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
   B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries, and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   D. CONTRACTOR shall furnish evidence to AQMD of Professional Liability Insurance with an aggregate limit of not less than $5,000,000. [OPTIONAL FOR PROFESSIONAL SERVICES]
E. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.

F. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. The AQMD Contract Number must be included on the face of the certificate.

G. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred or required to be paid by AQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

8. CO-FUNDING [USE IF REQUIRED]

A. CONTRACTOR shall obtain co-funding as follows: *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); and *** Dollars ($***).

B. If CONTRACTOR fails to obtain co-funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.

C. CONTRACTOR shall provide co-funding in the amount of *** Dollars ($*** for this project. If CONTRACTOR fails to provide this co-funding, then AQMD reserves the right to renegotiate or terminate this Contract.

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

A. AQMD shall pay CONTRACTOR a fixed price of *** Dollars ($***) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: ***.

B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD. [OPTIONAL]

C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

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

A. AQMD shall pay CONTRACTOR a total not to exceed amount of *** Dollars ($***) including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or
Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: ***.

B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars ($1,000) upon prior written approval from AQMD. Reallocation of costs in excess of One Thousand Dollars ($1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.

C. AQMD’s payment of invoices shall be subject to the following limitations and requirements:
   i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR). AQMD’s reimbursement of travel expenses and requirements for supporting documentation are listed below.
   ii) CONTRACTOR’s failure to provide receipts shall be grounds for AQMD’s non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
   iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.

D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by AQMD in writing.
   i) AQMD’s reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
      - Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
      - Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.
      - Lodging - Up to One Hundred Fifty Dollars ($150) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.
      - Meals - Daily allowance is Fifty Dollars ($50.00).
   ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
      - Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.
      - Meals - Meals billed in excess of $50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.
      - Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate
      - Other travel-related expenses - Receipts are required for all individual items.

E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

10. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
   A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
   B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
11. **NOTICES** - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

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

CONTRACTOR: ***  
***  
***  
Attn: ***

12. **EMPLOYEES OF CONTRACTOR**

A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.

B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.

C. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

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

A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.

B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.

C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.

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

14. PUBLICATION
   A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
   B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.
      “This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein.”
   C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

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

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

17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
18. **ASSIGNMENT** - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

19. **NON-EFFECT OF WAIVER** - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

20. **ATTORNEYS' FEES** - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

21. **FORCE MAJEURE** - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

22. **SEVERABILITY** - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

23. **HEADINGS** - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

24. **DUPLICATE EXECUTION** - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

25. **GOVERNING LAW** - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

26. **CITIZENSHIP AND ALIEN STATUS**
   A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.

   B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.

   C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from
employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

27. FEDERAL FAIR SHARE POLICY - As a recipient of Environmental Protection Agency (EPA) grant funds, AQMD is required to flow down to all of its contractors the provisions of 40 CFR Section 31.36(e) which addresses affirmative steps for contracting with small-and-minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR agrees to comply with these provisions.

28. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD's District Counsel's office. [USE IF REQUIRED]

29. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS [OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the AQMD, CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

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

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.
30. **OPTION TO EXTEND THE TERM OF THE CONTRACT** - AQMD reserves the right to extend the contract for a one-year period commencing *****(enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. [USE IF REQUIRED]

31. **KEY PERSONNEL** - **insert person's name** is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by AQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by AQMD. AQMD reserves the right to interview proposed substitute key personnel. [USE IF REQUIRED]

32. **PREVAILING WAGES** – [USE FOR INFRASTRUCTURE PROJECTS] CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD’s headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

33. **APPROVAL OF SUBCONTRACT**

   A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.

   B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.

   C. The sole purpose of AQMD’s review is to insure that AQMD’s contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor’s means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

34. **ENTIRE CONTRACT** - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.
IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ***

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

Date: ________________________________  Date: ________________________________

ATTEST:
Saundra McDaniel, Clerk of the Board

By: ________________________________

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

By: ________________________________
ATTACHMENT A

CERTIFICATIONS AND REPRESENTATIONS
Business Information Request

Dear SCAQMD Contractor/Supplier:

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

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

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

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

Sincerely,

Michael B. O’Kelly
Chief Financial Officer

DH:tm

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

<table>
<thead>
<tr>
<th>Business Name</th>
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<td>Division of</td>
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<tr>
<td>Subsidiary of</td>
<td></td>
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<tr>
<td>Website Address</td>
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</tbody>
</table>

### Type of Business

**Check One:**
- Individual
- DBA, Name _______________, County Filed In _______________
- Corporation, ID No. ________________
- LLC/LLP, ID No. ________________
- Other ________________

## REMITTING ADDRESS INFORMATION

<table>
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<th>Address</th>
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<td>City/Town</td>
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<td>State/Province</td>
<td>Zip</td>
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<td>Phone</td>
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<tr>
<td>Contact</td>
<td>Title</td>
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<tr>
<td>E-mail Address</td>
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<tr>
<td>Payment Name if Different</td>
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</tbody>
</table>

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

**Attention: Accounts Payable, Accounting Department**

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA  91765-4178
DISADVANTAGED BUSINESS CERTIFICATION

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

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

Statements of certification:

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

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

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

Check all that apply:

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

Percent of ownership: _______ %

Name of Qualifying Owner(s): ____________________________________________

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

_________________________                                __________________________
NAME                                TITLE

_________________________                                __________________________
TELEPHONE NUMBER                                DATE

C:\TEST\121134AC.docx
DEFINITIONS

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

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

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

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

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

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

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

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

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

a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
   - A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or
   - A manufacturer with 100 or fewer employees.

b. Manufacturer means a business that is both of the following:

   1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
**Small Business Joint Venture** means that one party to the joint venture is a Small Business and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that the Small Business will receive at least 51 percent of the project dollars.

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

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.
**Form W-9**
Request for Taxpayer Identification Number and Certification

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

**Name (as shown on your income tax return)**

**Business name/disregarded entity name, if different from above**

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=partnership) ☐ Exempt payee

**Print or type full name here**

**See Specific Instructions on Page 2**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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**

**Employer Identification number**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

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

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

**Sign Here**

**Signature of U.S. person**

**Date**

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

1. The U.S. owner of a disregarded entity and not the entity,
2. The U.S. grantor or other owner of a grantor trust and not the trust, and
3. The U.S. trust other than a grantor trust and not the beneficiaries of the trust.

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from tax, you must attach a statement to Form W-9 that specifies the following items:

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student would be 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, 1964) 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 any of his or her scholarship 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-9.

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

You will not be subject to backup withholding if payments you receive are not subject to backup withholding. Such payments to you are not required to comply with any backup withholding requirements.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells you that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return for reportable interest and dividends only.
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 1653 only).

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

Also see Special rules for partnerships on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

If your 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 shown on your income tax return on the “Name” line. You may enter your business, trade, or doing business as (DBA) name on the “Business name/disregarded entity name” line.

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

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

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited Liability Company” box only and enter the appropriate code for the tax classification of the person whose name is entered on the “Name” line (individual, sole proprietor, Partnership, C Corporation, S Corporation, Trust, estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited Liability Company” box only and enter the appropriate code for the tax classification of the person whose name is entered on the “Name” line (individual, sole proprietor, Partnership, C Corporation, S Corporation, Trust, estate).
**Exempt Payee**

If you are exempt from backup withholding, enter your name as described below and check the appropriate box for your status, then check the “Exempt payee” box in the line following the “Business name/disclosed entity name” line.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(6).
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.
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 534(a).
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

<table>
<thead>
<tr>
<th>IF the payment is for ...</th>
<th>THEN the payment is exempt for ...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 6</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 8 and 10 through 12. Also, 2 corporations.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payee 1 through 6</td>
</tr>
<tr>
<td>Payments over $500 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payee 1 through 7.</td>
</tr>
</tbody>
</table>

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

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Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

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Part II. Certification

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

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

**Signature requirements.** Complete the certification as indicated in items 1 through 9, below, and items 4 and 5 on page 4.

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

What Name and Number To Give the Requester

For this type of account:

<table>
<thead>
<tr>
<th>Description</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>Two or more individuals (joint account)</td>
<td>The actual owner</td>
</tr>
<tr>
<td>Custodial account of a minor (Uniform Ords to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>The usual revocable savings trust (grantor is also named)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>A revocable trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>Safe deposit or disregarded entity (owned by an individual)</td>
<td>The owner</td>
</tr>
<tr>
<td>Grantor trust fund under Optional Form 5909 Filing Method 1 (see Regulation section 1.671-4(b)(3)(ii))</td>
<td>The grantor trustfund</td>
</tr>
</tbody>
</table>

For this type of account:

<table>
<thead>
<tr>
<th>Description</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deregistrant entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>A valid trust, estate, or pension trust</td>
<td>The legal entity</td>
</tr>
<tr>
<td>Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>Association, club, religious, charitable, educational, or other tax exempt organization</td>
<td></td>
</tr>
<tr>
<td>Partnership or multi-member LLC</td>
<td>The organization</td>
</tr>
<tr>
<td>A broker or registered nominee</td>
<td>The partnership</td>
</tr>
<tr>
<td>Account with the Department of Agriculture in the name of a public entity</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>(such as a state or local government, school district, or private that receives agricultural program payments)</td>
<td></td>
</tr>
<tr>
<td>Grantor trust fund under Form 5909 Filing Method 1 (see Regulation section 1.671-4(b)(3)(ii))</td>
<td>The public entity</td>
</tr>
<tr>
<td>Grantor trust fund under Form 5909 Filing Method 2 (see Regulation section 1.671-4(b)(3)(ii))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

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

Secure Your Tax Records from Identity Theft

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

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-909-4490 or submit Form 14039.

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

You may receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4388).

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

Privacy Act Notice

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

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.
**Campaign Contributions Disclosure, continued:**

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Governing Board Member or MSRC Member/Alternate</th>
<th>Amount of Contribution</th>
<th>Date of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contributor</td>
<td>Governing Board Member or MSRC Member/Alternate</td>
<td>Amount of Contribution</td>
<td>Date of Contribution</td>
</tr>
<tr>
<td>Name of Contributor</td>
<td>Governing Board Member or MSRC Member/Alternate</td>
<td>Amount of Contribution</td>
<td>Date of Contribution</td>
</tr>
<tr>
<td>Name of Contributor</td>
<td>Governing Board Member or MSRC Member/Alternate</td>
<td>Amount of Contribution</td>
<td>Date of Contribution</td>
</tr>
<tr>
<td>Name of Contributor</td>
<td>Governing Board Member or MSRC Member/alternate</td>
<td>Amount of Contribution</td>
<td>Date of Contribution</td>
</tr>
</tbody>
</table>

**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.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS
Conduct Survey and Assessment of Digester and Landfill Gas Cleanup Systems and Develop Toolkit to Estimate Cleanup Costs

#P2013-15

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

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified and experienced entities to conduct a nationwide survey and assessment of gas cleanup systems for digester and landfill gas (composition, technologies and costs) and develop a toolkit to estimate costs and system gas cleanup efficiency for given composition of landfill and/or digester gas (biogas). The purpose of this research is to assist landfill and biogas facilities meet AQMD’s future Rule 1110.2 emissions limits for internal combustion engines (ICEs) operating on biogas. Due to the nature of the potential projects, the actual award amount cannot be determined at this time.

The successful bidding entities should have proven expertise in working directly with landfill and biogas technologies. Proposers should be well-acquainted with the codes, standards, safety, and permitting protocols of delivering, installing, operating, and maintaining landfill gas and biogas cleanup equipment.

AQMD reserves the right to make multiple or no awards.

INDEX - The following are contained in this RFP:

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

Attachment A - Certifications and Representations
SECTION I: BACKGROUND/INFORMATION

The South Coast Air Quality Management District (AQMD) is a regional agency with jurisdiction over air quality in California’s South Coast Air Basin with a boundary that includes over 10,000 square miles and a population of approximately 17 million. This region has a great potential for renewable energy sources of landfill and digester gas (biogas). Biogas, a by-product of municipal wastewater treatment and landfill operations, is a renewable energy source and is often combusted as fuel in biogas engines to produce power for onsite and/or offsite use. Within the AQMD there are currently 28 landfill gas and 30 digester gas engines in operation permitted by AQMD. The total horsepower for these engines is 71,952 and 53,175 respectively.

While biogas engines are one of several technologies available to harness power from biogas, the power produced by these engines have undesirable emissions. These engines are generally larger 4-stroke, lean-burn engines. Contaminants in the biogas such as siloxanes, hydrogen sulfide and other sulfur based compounds are incompatible with catalytic after-treatment devices, and so biogas engines have generally not been required to install oxidation catalysts and SCR units that natural gas engines use. As a result, the emission limits for biogas engines have traditionally been the highest of all engines, even higher than diesel engines with best available control technology (BACT). However, recent developments and demonstration projects have indicated that new technologies such as selective non-catalytic reduction (SNCR) which do not require biogas cleanup systems may reduce emissions to as low as that from natural gas engines.

AQMD’s Rule 1110.2 establishes emission limits of nitrous oxides (NOx), volatile organic compounds (VOC), and carbon monoxide (CO) for stationary, nonemergency gaseous- and liquid-fueled engines, including the 58 engines in this source category, that are fueled by biogas. Rule 1110.2 was amended in February 2008 to lower the emission limits of natural gas and biogas engines to BACT levels for NOx and VOC and to levels close to BACT for CO. The rule amendment and adopted resolutions directed staff to conduct a Technology Assessment to address the availability, feasibility, cost-effectiveness, compliance schedule, and global warming gas impacts of biogas engine control technologies and report back to the Governing Board. In July 2010, the Governing Board received and filed an Interim Technology Assessment by staff, which summarized the biogas cleanup and biogas engine control technologies to date and the status of on-going demonstration projects. The Interim Technology Assessment concluded that feasible, cost-effective technology could be available that can support the feasibility of the July 2012 emission limits, but that the delay in the demonstration projects would likely necessitate an adjustment to the July 1, 2012 compliance date of Rule 1110.2.

At the September 2012 Governing Board meeting Rule 1110.2 was amended, in part, to provide additional time to achieve compliance with the previously adopted emission limits for biogas-powered internal combustion engines. In addition, AQMD committed to work with industry and the regulated community to further demonstrate and identify biogas cleanup and emission control technologies for biogas engines to achieve compliance with the emission limits of Rule 1110.2.

Current and future emission limits for landfill and biogas engines are excerpted from AQMD Rule 1110.2 and shown below:
TABLE III-A
CONCENTRATION LIMITS FOR LANDFILL AND DIGESTER GAS (BIOGAS)-FIRED ENGINES

<table>
<thead>
<tr>
<th>NOx (ppmvd)(^1)</th>
<th>VOC (ppmvd)(^2)</th>
<th>CO (ppmvd)(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>bhp ≥ 500: 36 x ECF(^3)</td>
<td>Landfill Gas: 40</td>
<td>2000</td>
</tr>
<tr>
<td>bhp &lt; 500: 45 x ECF(^3)</td>
<td>Digester Gas: 250 x ECF(^3)</td>
<td>2000</td>
</tr>
</tbody>
</table>

TABLE III-B
CONCENTRATION LIMITS EFFECTIVE JANUARY 1, 2016

<table>
<thead>
<tr>
<th>NOx (ppmvd)(^1)</th>
<th>VOC (ppmvd)(^2)</th>
<th>CO (ppmvd)(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>30</td>
<td>250</td>
</tr>
</tbody>
</table>

\(^1\) Parts per million by volume, corrected to 15% oxygen on a dry basis and averaged over 15 minutes.

\(^2\) Parts per million by volume, measured as carbon, corrected to 15% oxygen on a dry basis and averaged over the sampling time required by the test method.

\(^3\) ECF is the efficiency correction factor.

This is one of three (#P2013-13, #P2013-14 and #P2013-15) supporting RFPs that is being released concurrently to support the goal of assisting biogas engine operators achieve compliance with the future limits of Rule 1110.2.

SECTION II: CONTACT PERSON:
Questions regarding the content or intent of this RFP or on procedural matters should be addressed to:

Alfonso Baez, Program Supervisor
Technology Advancement
South Coast Air Quality Management District
21865 East Copley Drive
Diamond Bar, CA 91765
(909) 396-2516
E-mail: abaez@aqmd.gov

SECTION III: SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 2, 2012</td>
<td>RFP Released</td>
</tr>
<tr>
<td>November 16, 2012</td>
<td>Bidder’s Conference</td>
</tr>
<tr>
<td>December 20, 2012</td>
<td>Proposals Due – no later than 1:00 p.m.</td>
</tr>
<tr>
<td>January 18, 2013</td>
<td>Stationary Source Committee</td>
</tr>
<tr>
<td>February 1, 2013</td>
<td>Board Award Consideration</td>
</tr>
</tbody>
</table>

*Participation in the Bidder’s Conference is optional. Such participation would assist in notifying potential bidders of any updates or amendments. The Bidder’s Conference will be held in Room GB at the AQMD Headquarters in Diamond Bar, California at 1:00 pm on
SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS

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

B. Definitions:

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

1. "Women business enterprise" (WBE) as used in this policy means a business enterprise that meets all of the following criteria:
   
   a. a business that 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.

   b. a business whose management and daily business operations are controlled by one or more women.

   c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

2. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.

3. "Disabled veteran business enterprise" (DVBE) as used in this policy means a business enterprise that meets all of the following criteria:

   a. is a sole proprietorship or partnership of which at least 51 percent is owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
b. the management and control of the daily business operations are by one or more
disabled veterans. The disabled veterans who exercise management and control
are not required to be the same disabled veterans as the owners of the business.

c. is a sole proprietorship, corporation, or partnership with its primary headquarters
office located in the United States, which is not a branch or subsidiary of a foreign
corporation, firm, or other foreign-based business.

4. "Local business" as used in this policy means a company that has an ongoing
business within the South Coast AQMD at the time of bid or proposal submittal and
performs 90% of the work related to the contract within the South Coast AQMD and
satisfies the requirements of subparagraph H below.

5. “Small business” as used in this policy means a business that meets the following
criteria:

a. 1) an independently owned and operated business; 2) not dominant in its field of
operation; 3) together with affiliates is either:

   • A service, construction, or non-manufacturer with 100 or fewer employees,
   and average annual gross receipts of ten million dollars ($10,000,000) or
   less over the previous three years, or

   • A manufacturer with 100 or fewer employees.

b. Manufacturer means a business that is both of the following:

   1) Primarily engaged in the chemical or mechanical transformation of raw
   materials or processed substances into new products.

   2) Classified between Codes 311000 and 339000, inclusive, of the North
   American Industrial Classification System (NAICS) Manual published by the

6. "Joint ventures" as defined in this policy pertaining to certification means that one party
to the joint venture is a DVBE or small business and owns at least 51 percent of the
joint venture.

7. "Low-Emission Vehicle Business" as used in this policy means a company or
contractor that uses low-emission vehicles in conducting deliveries to the AQMD.
Low-emission vehicles include vehicles powered by electric, compressed natural gas
(CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol,
methanol, hydrogen and diesel retrofitted with particulate matter (PM) traps.

8. “Off-Peak Hours Delivery Business” as used in this policy means a company or
contractor that commits to conducting deliveries to the AQMD during off-peak traffic
hours defined as between 10:00 a.m. and 3:00 p.m.
9. “Benefits Incentive Business” as used in this policy means a company or contractor that provides janitorial, security guard or landscaping services to the AQMD and commits to providing employee health benefits (as defined below in Section VIII.D.2.d) for full time workers with affordable deductible and co-payment terms.

10. “Minority Business Enterprise” as used in this policy means a business that is at least 51 percent owned by one or more minority person(s), 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.

   a. a business whose management and daily business operations are controlled by one or more minority persons.

   b. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

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

11. Disadvantaged Business Enterprise” as used in this policy means a business that is an entity owned and/or controlled by a socially and economically disadvantaged individual(s) as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d)(8% statute), respectively;

   a. Small Business Enterprise (SBE);
   b. Small Business in a Rural Area (SBRA);
   c. Labor Surplus Area Firm (LSAF); or
   d. Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Low-Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid. Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not funded in whole or in part by federal grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid.

D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Low-Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by federal grant funds local
businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process.

E. AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of AQMD contractual obligations.

F. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.

G. When contracts are funded in whole or in part by federal funds, and if subcontracts are to be let, the Contractor must comply with the following, evidencing a good faith effort to solicit disadvantaged businesses. Contractor shall submit a certification signed by an authorized official affirming its status as a MBE or WBE, as applicable, at the time of contract execution. The AQMD reserves the right to request documentation demonstrating compliance with the following good faith efforts prior to contract execution.

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.
I. When contracts are not funded in whole or in part by federal grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the geographical boundaries of the AQMD. However, if the subject matter of the RFP or RFQ calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of the AQMD shall be entitled to the local business preference.

J. In compliance with federal fair share requirements set forth in 40 CFR 35.6580, the AQMD shall establish a fair share goal annually for expenditures covered by its procurement policy.

SECTION V: STATEMENT OF WORK/SCHEDULE OF DELIVERABLES

Proposals for this project should address concisely the information requested in the following scope of work in the format specified in Section VII Proposal Submittal Requirements. Applicants are encouraged to pay close attention to Section IX Proposal Evaluation/Contractor Selection Criteria to assess how their bids will be evaluated. Each bid will be evaluated separately. Information provided should be specific enough for evaluation and scoring purposes, and for inclusion into a binding contract. Successful proposers are expected to expand, and provide more complete details on the scope of work included in the statement of work below.

The objective of this RFP is to provide background information and data on landfill and digester biogas composition, types of cleanup system technologies, costs of cleanup systems and their effectiveness and controls, and develop a toolkit that will estimate the costs for a cleanup system based on a given composition of digester or landfill gas.

Conduct Research

Proposers will be required to gather detailed information on biogas composition, cleanup system technologies and cleanup system costs at as many or all, if possible, facilities within the United States. This information can be from, but is not limited to, (1) existing national studies, (2) other published research, and/or (3) new site surveys of biogas facilities. The target user for this information are landfill, waste water treatment and other biogas generating facility operators to assist them in meeting the AQMD’s future Rule 1110.2 emission limits for biogas fueled ICEs. The information gathered through this research will be assembled and presented along with the toolkit described below and used to match a biogas generating facility in California with similar facilities across the country. The parameters of this survey will include the topics described in this statement of work and deliverables.

The survey will also include landfill and biogas facilities that are using internal combustion engines, gas turbines, micro turbines, heat engines, boiler (steam) systems, heaters, furnaces, gas fired chillers, absorption chillers, combined heat and power (CHP) systems and fuel cells. With each system the types of constituents and amounts of each constituent in the gas stream, cleanup technology employed and maintenance of equipment required should be described in detail for each.
Gas Composition Analysis

Proposers will be required to present data on the constituents present in landfill, digester gas and biogas at various facilities across the country. The data will include the ranges of the amounts of each component. The constituents should include, but not be limited to, the following:

- Inorganic and organic sulfur compounds
- Siloxanes
- CH₄, CO, CO₂ and H₂O vapor
- Mercaptans
- Halogens
- Metals
- Particulates

Cleanup System Technologies

Proposers will be required to present background information on landfill, digester gas and biogas cleanup system technologies. A description of each technology will include but not be limited to the following:

- Types of technology and commercial availability
- Functional description and operation
- Specification of constituent removal system
- Size and footprint of the physical system
- Maintenance required

An explanation of each constituent removal system detailing its functional process should be included for each technology. The effectiveness of each technology will need to be analyzed in terms of its ability to remove targeted contaminants and how each parameter listed above impacts system cost.

Cleanup System Costs

Proposers will be required to detail the costs of various landfill gas and biogas cleanup systems and technologies that will include but not be limited to the following:

- Hardware costs
- Installation costs
- Operation costs
- Maintenance and repair costs

Develop Cost Estimator Toolkit

Proposers will be required to develop a cost estimator toolkit that will estimate the costs of a cleanup system based on the constituents of the gas being removed and the desired level of the constituents at the output gas stream of the system. The toolkit can be developed using an application such as Microsoft Excel. The toolkit will determine the type of cleanup device based on the constituents in the gas stream and estimate the size and cost of the system media for a prescribed contaminant. The toolkit will also determine, the gas cleanup capability of the system in terms of system downstream contaminant concentrations, the total cost that will include the cleanup equipment installation costs, operation and maintenance.
costs based on the database of existing systems and manufacturer's data created by the research and survey conducted and described above.

SECTION VI: REQUIRED QUALIFICATIONS

Provide a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD. List all key personnel assigned to the project by level and name, and include resumes.

The proponent must have detailed knowledge and expertise in landfill gas and biogas projects and must be strongly acquainted with industry and government codes, protocols and standards related to biogas and landfill gas cleanup.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

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

Each proposal must be submitted in three separate volumes:

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

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

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

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

VOLUME I - TECHNICAL PROPOSAL

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME

Summary (Section A) - State overall approach to meeting the objectives and satisfying the scope of work to be performed, the sequence of activities, and a description of methodology or techniques to be used.

Program Schedule (Section B) - Provide projected milestones or benchmarks for submitting reports within the total time allowed.
Project Organization (Section C) - Describe the proposed management structure, program monitoring procedures, and organization of the proposed team.

Qualifications (Section D) - Describe the technical capabilities of the firm. Provide references of other similar studies performed during the last five years demonstrating ability to successfully complete the project. Include contact name, title, and telephone number for any references listed. Provide a statement of your firm's background and experience in performing similar projects for other governmental organizations.

Assigned Personnel (Section E) - Provide the following information on the staff to be assigned to this project:

1. List all key personnel assigned to the project by level and name. Provide a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD.

2. Provide a spreadsheet of the labor hours proposed for each labor category at the task level.

3. Provide a statement indicating whether or not 90% of the work will be performed within the geographical boundaries of the AQMD.

4. Provide a statement of the education and training program provided by, or required of, the staff identified for participation in the project, particularly with reference to management consulting, governmental practices and procedures, and technical matters.

5. Provide a summary of your firm’s general qualifications to meet required qualifications and fulfill statement of work, including additional firm personnel and resources beyond those who may be assigned to the project.

Subcontractors (Section F) - This project may require expertise in multiple technical areas. List any subcontractors that may be used and the work to be performed by them.

Conflict of Interest (Section G) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of AQMD. Although the Proposer will not be automatically disqualified by reason of work performed for such firms, AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section H) - Provide other essential data that may assist in the evaluation of this proposal.

VOLUME II - COST PROPOSAL

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

Cost Proposal – AQMD anticipates awarding a fixed price contract. Cost information must be provided as listed below:

1. Detail must be provided by the following categories:

   A. Labor - List the total number of hours and the hourly billing rate for each level of professional staff. A breakdown of the proposed billing rates must identify the direct
labor rate, overhead rate and amount, fringe benefit rate and amount, General and Administrative rate and amount, and proposed profit or fee. Provide a basis of estimate justifying the proposed labor hours and proposed labor mix.

B. Subcontractor Costs - List subcontractor costs and identify subcontractors by name. Itemize subcontractor charges per hour or per day.

C. Travel Costs - Indicate amount of travel cost and basis of estimate to include trip destination, purpose of trip, length of trip, airline fare or mileage expense, per diem costs, lodging and car rental.

D. Other Direct Costs - This category may include such items as postage and mailing expense, printing and reproduction costs, etc. Provide a basis of estimate for these costs.

**VOLUME III - CERTIFICATIONS AND REPRESENTATIONS**

(See Attachment A to this RFP)

**SECTION VIII: PROPOSAL SUBMISSION**

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

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

**Due Date** - The Proposer shall submit eight (8) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals #P2013-15." All proposals are due no later than 1:00 p.m., December 20, 2012, and should be directed to:

Procurement Unit  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA  91765-4178  
(909) 396-3520

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

**Grounds for Rejection** - A proposal may be immediately rejected if:

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

**Disposition of Proposals** - AQMD reserves the right to reject any or all proposals. All responses become the property of AQMD. One copy of the proposal shall be retained for AQMD files. Additional copies and materials will be returned only if requested and at the proposer's expense.
Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

SECTION IX: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA

A. Proposals will be evaluated by a panel of three to five AQMD staff members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel will make a recommendation to the Executive Officer and/or the Governing Board of the AQMD for final selection of contractors and negotiation of a contract.

B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

1. Evaluation Criteria

   (a) Technical Score

   - Understanding the Problem / Requirements 10
   - Technical / Management Approach 30
   - Contractor Qualifications 15
   - Previous Experience on Similar Projects 15
   - Cost 30

   Total 100

   (c) Additional Points

   Small Business or Small Business Joint Venture 10
   DVBE or DVBE Joint Venture 10
   Use of DVBE or Small Business Subcontractors 7
   Low-Emission Vehicle Business 5
   Local Business (Non-Federally Funded Projects Only) 5
   Off-Peak Hours Delivery Business 2

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

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

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

3. (Insert if Evaluation Method (b) is selected) For procurement of Research and Development (R & D) projects or projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, technical factors including past experience shall be weighted at 70 points and cost shall be weighted at 30 points. A proposal must receive at least 56 out of 70 points on R & D projects and projects requiring technical or scientific expertise or special projects requiring unique knowledge and abilities, in order to be deemed qualified for award.

4. The lowest cost proposal will be awarded the maximum cost points available and all other cost proposals will receive points on a prorated basis. For example if the lowest cost proposal is $1,000 and the maximum points available are 30 points, this proposal would receive the full 30 points. If the next lowest cost proposal is $1,100 it would receive 27 points reflecting the fact that it is 10% higher than the lowest cost (90% of 30 points = 27 points).
C. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time.

D. The Executive Officer or Governing Board may award the contract to a proposer other than the proposer receiving the highest rating in the event the Governing Board determines that another proposer from among those technically qualified would provide the best value to AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process. Evidence provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal.

E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.

F. The Governing Board has approved a Bid Protest Procedure which provides a process for a bidder or prospective bidder to submit a written protest to the AQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to the AQMD Procurement Department.

G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.

H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.

I. Upon mutual agreement of the parties of any resultant contract from this RFP, the original contract term may be extended.
SECTION X: DRAFT CONTRACT (Provided as a sample only)

South Coast Air Quality Management District

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

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

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

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

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

5. TERMINATION
   A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
   B. AQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Agreement and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
   C. CONTRACTOR shall be paid in accordance with this Agreement for all work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Agreement with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

6. INSURANCE
   A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
   B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries, and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   D. CONTRACTOR shall furnish evidence to AQMD of Professional Liability Insurance with an aggregate limit of not less than $5,000,000. [OPTIONAL FOR PROFESSIONAL SERVICES]
E. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.

F. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. The AQMD Contract Number must be included on the face of the certificate.

G. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred or required to be paid by AQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

8. CO-FUNDING [USE IF REQUIRED]

A. CONTRACTOR shall obtain co-funding as follows: *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); *** Dollars ($***); and *** Dollars ($***).

B. If CONTRACTOR fails to obtain co-funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.

C. CONTRACTOR shall provide co-funding in the amount of *** Dollars ($*** for this project. If CONTRACTOR fails to provide this co-funding, then AQMD reserves the right to renegotiate or terminate this Contract.

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

A. AQMD shall pay CONTRACTOR a fixed price of *** Dollars ($*** for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: ***.

B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD. [OPTIONAL]

C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD's sole judgment.

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

A. AQMD shall pay CONTRACTOR a total not to exceed amount of *** Dollars ($***), including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD’s Contract number, period covered by invoice, and CONTRACTOR’s social security number or [Redacted]
B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars ($1,000) upon prior written approval from AQMD. Reallocation of costs in excess of One Thousand Dollars ($1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.

C. AQMD’s payment of invoices shall be subject to the following limitations and requirements:
   i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR). AQMD’s reimbursement of travel expenses and requirements for supporting documentation are listed below.
   ii) CONTRACTOR’s failure to provide receipts shall be grounds for AQMD’s non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
   iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.

D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by AQMD in writing.
   i) AQMD’s reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
      Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
      Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.
      Lodging - Up to One Hundred Fifty Dollars ($150) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.
      Meals - Daily allowance is Fifty Dollars ($50.00).
   ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
      Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.
      Meals - Meals billed in excess of $50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.
      Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate.
   Other travel-related expenses - Receipts are required for all individual items.

E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

10. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
   A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
   B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
11. **NOTICES** - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

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

CONTRACTOR: ***
            ***
            ***
        Attn: ***

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

13. **CONFIDENTIALITY** - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:
   A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
   B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
   C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
   D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
E. Take at CONTRACTOR expense, but at AQMD’s option and in any event under AQMD’s control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.

F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.

G. Prevent access to such information by any person or entity not authorized under this Contract.

H. Establish specific procedures in order to fulfill the obligations of this clause.

I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

14. PUBLICATION

A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.

B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

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

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

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

17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
18. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

19. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

20. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys’ fees and costs.

21. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

22. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

23. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

24. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

25. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

26. CITIZENSHIP AND ALIEN STATUS
   A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
   B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
   C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from
employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

27. FEDERAL FAIR SHARE POLICY - As a recipient of Environmental Protection Agency (EPA) grant funds, AQMD is required to flow down to all of its contractors the provisions of 40 CFR Section 31.36(e) which addresses affirmative steps for contracting with small-and-minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR agrees to comply with these provisions.

28. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD's District Counsel's office. [USE IF REQUIRED]

29. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS [OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR- PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the AQMD, CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

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

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.
30. **OPTION TO EXTEND THE TERM OF THE CONTRACT** - AQMD reserves the right to extend the contract for a one-year period commencing *****(enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. [USE IF REQUIRED]

31. **KEY PERSONNEL** - *insert person's name* is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by AQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by AQMD. AQMD reserves the right to interview proposed substitute key personnel. [USE IF REQUIRED]

32. **PREVAILING WAGES** – [USE FOR INFRASTRUCTURE PROJECTS] CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

33. **APPROVAL OF SUBCONTRACT**

   A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.

   B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.

   C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

34. **ENTIRE CONTRACT** - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.
IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ***

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

Date: ____________________________  Date: ____________________________

ATTEST:
Saundra McDaniel, Clerk of the Board

By: ____________________________

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

By: ____________________________
ATTACHMENT A

CERTIFICATIONS AND REPRESENTATIONS
Business Information Request

Dear SCAQMD Contractor/Supplier:

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

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

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

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

Sincerely,

Michael B. O’Kelly
Chief Financial Officer

DH:tm

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

REV 2/11
# BUSINESS INFORMATION REQUEST

| Business Name | |
| Division of | |
| Subsidiary of | |
| Website Address | |

**Type of Business**

- Individual
- DBA, Name _______________, County Filed In _______________
- Corporation, ID No. ________________
- LLC/LLP, ID No. ________________
- Other ________________

# REMITTING ADDRESS INFORMATION

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

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

**Attention: Accounts Payable, Accounting Department**

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
DISADVANTAGED BUSINESS CERTIFICATION

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

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

Statements of certification:

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

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

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

Check all that apply:

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

Percent of ownership: ________ %

Name of Qualifying Owner(s): ______________________________________________________

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

____________________________________  ______________________________________
NAME TITLE

____________________________________  ______________________________________
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 DVBE and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that DVBE will receive at least 51 percent of the project dollars.

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

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

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

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

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

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

a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:

- A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or
- A manufacturer with 100 or fewer employees.

b. Manufacturer means a business that is both of the following:

1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.

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

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

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.
W-9
Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):

☐ Individual/sole proprietor
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C-C corporation, S-C corporation, P-partnership) :

☐ Exempt payee

Print or type

See specific instructions on page 2

Print or type

Exempt payee

Social security number

Employer identification number

City, state, and ZIP code

List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. 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.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

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

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

Sign Here

Signature of U.S. person

Date

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

1. The U.S. owner of a disregarded entity and not the entity,
2. The U.S. grantor or other owner of a grantor trust and not the trust,
3. The U.S. trust other than a grantor trust and not the beneficiaries of the trust.

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

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

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

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this situation would make the student 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 exemption (under paragraph 2 of the first protocol) 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-9.

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

You will not be subject to backup withholding on payments you receive if you (
1) fill out and sign your correct Form W-9, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You fail to certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1963 only).

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

Also see Special rules for partnerships on page 1.

Updating Your Information

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

Penalties

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

Civil penalty for false information with respect to backup withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $250 penalty.

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. Enter the owner’s name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity name. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner’s name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-9.

Next, check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited Liability Company (LLC)” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded for federal tax purposes, enter “D” for disregarded entity. Enter the appropriate box for the tax classification of the owner identified on the “Name” line.
Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of its 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.
6. Other payees that may be exempt from backup withholding include:
   a. A corporation,
   b. A foreign central bank of issue,
   c. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
   d. A futures commission merchant registered with the Commodity Futures Trading Commission,
   e. A real estate investment trust,
   f. An enterprise registered at all times during the tax year under the Investment Company Act of 1940.
   g. A common trust fund operated by a bank under section 594(a),
   h. A financial institution,
   i. A partnership known in the investment community as a nominee or custodian, or
   j. A trust exempt from tax under section 664 or described in section 4947.

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

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 9</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 5 and 7 through 13, Also, 2 corporations.</td>
</tr>
<tr>
<td>Broker exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 5</td>
</tr>
</tbody>
</table>
| Payments over $500 | Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

Signature requirements. Complete the certification as indicated in items 4 through 9 below, and items 1 and 2 on page 4.

1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must sign 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, dividends (other than those 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, 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
   The actual owner of the account or
   if combined funds, the first
down on the account
   The minor1
   The grantor2

2. Two or more individuals (joint account)
   The individual
   The actual owner of the account or
   if combined funds, the first
down on the account
   The minor1
   The grantor2

3. Custodial account of a minor
   (Uniform Gift to Minors Act)
   The minor1
   The grantor2
   The actual owner
     of the grantor

4. A trust or estate
   a. The usual revocable savings
   trust (except trust account
   that is not a legal or valid trust
   under state law)
   The grantor
   The grantor
   The grantee

5. Self-proprietorship or disregarded entity owned by an individual
   The owner
   The legal entity
   The corporation
   The organization
   The partnership
   The broker or nominee
   The public entity
   The trust

For this type of account: Give name and EIN of:

6. Grantor trust filing under Optional Form 1599 FI Filing Method 1 (see Regulation sections 1.671-4(b)(5)(ii)(b)
   The owner
   The legal entity
   The corporation
   The organization
   The partnership
   The broker or nominee
   The public entity
   The trust

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes.

An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-909-4490 or submit Form 14039.

For more information, see Publication 4536, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free intake line at 1-877-777-4778 or TTY/TDD at 1-800-929-4009.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@usa.gov or contact them at www.ftc.gov/abouttheft or 1-877-IDTHEFT (1-877-438-4388).

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

Privacy Act Notice

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

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.
**Campaign Contributions Disclosure, continued:**

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Governing Board Member or MSRC Member/Alternate</th>
<th>Amount of Contribution</th>
<th>Date of Contribution</th>
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**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.