

BOARD MEETING DATE: July 11, 2014

AGENDA NO. 13

PROPOSAL: Issue RFP for Management Firm to Operate SCAQMD's Diamond Bar Headquarters Cafeteria

SYNOPSIS: The current contract to manage and operate SCAQMD's headquarters cafeteria expires December 31, 2014. This action is to issue an RFP to solicit proposals from qualified food service management firms interested in providing this service for the next three-year period.

COMMITTEE: Administrative, June 13, 2014; Recommended for Approval

RECOMMENDED ACTION:

Issue RFP for Management Firm to Operate SCAQMD's Diamond Bar Headquarters Cafeteria

Barry R. Wallerstein, D.Env.
Executive Officer

WJJ:SO

Background

SCAQMD contracts with a cafeteria management firm to provide quality food service at a reasonable price to meet agency needs. Cafeteria services are used by employees, those doing business or attending meetings at SCAQMD, staff of tenant agencies, those who work in the Gateway Business Park, and members of the public. Additionally, the firm operating the cafeteria provides catering services for SCAQMD meetings and other events. The current three-year contract with California Dining Services expires December 31, 2014.

Proposal

This action is to authorize staff to issue RFP #P2015-02 to solicit proposals from food service management firms interested in contracting with SCAQMD to operate the cafeteria for a three-year period beginning January 1, 2015. The RFP includes environmental sustainability and "green building" requirements.

Outreach

In accordance with SCAQMD'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 SCAQMD'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 SCAQMD's website (<http://www.aqmd.gov>) where it can be viewed by making the selection "Grants & Bids." Information is also available on SCAQMD's bidder's 24-hour telephone message line (909) 396-2724.

Bid Evaluation

Proposals received will be evaluated by a diverse, technically qualified panel in accordance with criteria contained in the attached RFP.

Resource Impacts

The contract for operation of SCAQMD's Diamond Bar Headquarters cafeteria will be a no-cost contract.

Attachment

RFP #2015-02 – Issue RFP for Management Firm to Operate SCAQMD's Diamond Bar Headquarters Cafeteria

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

REQUEST FOR PROPOSALS FOR A MANAGEMENT FIRM TO OPERATE SCAQMD'S DIAMOND BAR HEADQUARTERS CAFETERIA

RFP #P2015-02

South Coast Air Quality Management District (SCAQMD) 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 food service management firms interested in operating SCAQMD's on-site cafeteria and providing related food services for a three-year period, beginning January 1, 2015. The full-service, "turn-key" cafeteria is located at SCAQMD's headquarters building at 21865 Copley Drive, Diamond Bar, CA 91765.

The selected provider will enter into a contractual agreement to operate a cafeteria that is open to employees and the public and to provide catering and other food services for on-site meetings and special events. SCAQMD shall review and approve the cafeteria and catering programs to insure agency needs are met. The selected contractor will be responsible for providing quality food and service that meets the needs of the agency and its diverse workforce.

INDEX - The following are contained in this RFP:

Section I	Background/Information/Schedule of Events
Section II	Participation in the Procurement Process
Section III	Work Statement
Section IV	Required Qualifications
Section V	Proposal Submittal Requirements
Section VI	Proposal Evaluation/Contractor Selection Criteria
Section VII	Draft Contract
Attachment A	Certifications and Representations

SECTION I: BACKGROUND INFORMATION AND SCHEDULE OF EVENTS

SCAQMD is a regional governmental agency responsible for meeting air quality health standards in Orange County, and the urban portions of Los Angeles, Riverside and San Bernardino Counties. SCAQMD's Fiscal Year 2013-14 budget is \$129.2 million and the agency employs over 700 scientific, technical, and administrative support staff. An on-site childcare center is open to the public.

SCAQMD's regular operating hours are 7:00 a.m. – 5:30 p.m., Tuesday through Friday. The cafeteria, which has a seating capacity of approximately 300, is located in the main building of SCAQMD headquarters and is currently open from 6:45 a.m. to 3:00 p.m., Tuesday through Friday. In addition to SCAQMD employees, about 50 additional employees of building tenants and contractors may use the cafeteria, along with those who work in the Gateway Business Park and members of the public. SCAQMD also hosts numerous public meetings during regular operating hours that may attract up to 300. On an infrequent basis, special occasion after-hours food services may be needed.

CONTACT PERSON:

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

Sylvia Oroz, Business Services Manager
Administrative & Human Resources
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
(909) 396-2054
soroz@aqmd.gov

SCHEDULE OF EVENTS

July 11, 2014	RFP Released
July 24, 2014	Mandatory Bidders Conference
August 13, 2014, 2:00 p.m.	Proposals Due
August 14 - September 12, 2014	Proposal Evaluations and Site Visits
November 7, 2014	Recommendation to Board
January 1, 2015	Contractor Begins Operating Cafeteria

MANDATORY BIDDERS CONFERENCE

A mandatory Bidders Conference will be held to present additional information and ask/answer questions. A tour of the cafeteria will be provided only at this time. ONLY THOSE PROPOSERS WHO ATTEND OR SEND REPRESENTATIVES TO THE BIDDERS CONFERENCE WILL BE PERMITTED TO SUBMIT PROPOSALS.

Date: Thursday, July 24, 2014
Time: 3:00 p.m.
Location: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Conference Room: CC-2

Firms/individuals planning to attend the Bidders Conference should confirm their attendance by close of business on Wednesday, July 23, 2014, by calling (909) 396-2281 or send an email to jambriz@aqmd.gov.

SECTION II: PARTICIPATION IN THE PROCUREMENT PROCESS

A. It is the policy of SCAQMD 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 SCAQMD 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 geographical boundaries of SCAQMD at the time of bid or proposal submittal and performs 90% of the work related to the contract within the geographical boundaries of SCAQMD 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 United States Office of Management and Budget, 2007 edition.
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 SCAQMD. 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 SCAQMD 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 SCAQMD 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. SCAQMD 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 SCAQMD contractual obligations.
- F. SCAQMD 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. SCAQMD 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 SCAQMD. 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 SCAQMD shall be entitled to the local business preference.
- J. In compliance with federal fair share requirements set forth in 40 CFR Part 33, SCAQMD shall establish a fair share goal annually for expenditures with federal funds covered by its procurement policy.

SECTION III: WORK STATEMENT (will be incorporated into Contract)

A. Scope of Work

Following are program requirements that your submitted proposal must address:

1. The food service provided by Contractor will be both a benefit and a convenience to employees. The food offered must be high quality, nutritional, properly prepared, attractively presented, and reasonably priced to encourage maximum employee participation. SCAQMD will subsidize the operation only to the extent of providing the facility, utilities, utensils, furniture, and specified equipment.
2. Cafeteria must be operated in a manner that is sensitive to environmental sustainability and must offer customers incentives to make healthy and environmentally sensitive choices. For example, cafeteria could provide discounts for customers who provide their own reusable beverage containers or could offer reduced prices for low-carbon-footprint or healthy menu options. Additionally, contractor must indicate a commitment to working with SCAQMD staff to develop and implement environmental sustainability enhancements during the course of the contract.
3. Contractor is expected to stimulate enthusiasm in cafeteria operations and to attract customers by means of promotional activities and menu specials developed in response to customer demand.

4. Contractor is expected to provide catering services for meetings and special events, when authorized by an SCAQMD representative.

B. Tasks

SCAQMD will:

1. Provide contractor with a complete "turn-key" operation, completely equipped and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient operation of the cafeteria.
2. Provide basic building maintenance services for the premises and make all equipment repairs and replacements as promptly as possible.

Note: As a result of the in-kind subsidies outlined in points 1 and 2 above, which total approximately \$171,000 per year, SCAQMD expects Contractor to provide reasonably priced food and services, and will pay no additional cost or subsidy for the cafeteria's operation.

3. Furnish and maintain an adequate initial inventory of service wares (china, glassware, silverware) and small equipment (pots, pans, utensils). All equipment shall remain SCAQMD property.
4. Evaluate periodically the efficiency of and benefit received from the selected contractor.

Contractor will:

1. Operate the cafeteria, catering services, and vending machines located on SCAQMD's premises to provide nutritious, wholesome food to SCAQMD's employees and visitors. Fifty percent of vending machine items must be healthful and nutritious, e.g., 100% fruit juice, fresh fruit, unsalted raw or dry-roasted nuts, whole grain low-fat snacks, etc.
2. Distribute menus on a weekly basis and provide marketing and promotional concepts that will continually generate interest and excitement. Menus must include low-fat, low-salt, vegetarian, and vegan options. Food items containing trans-fats are not permitted. Coffee and tea must be fair-trade certified and coffee must be shade grown.
3. Purchase food, materials, and supplies necessary for cafeteria and catering operations. Disposable items (cups, carry-out containers, napkins, paper towels, drinking straws, etc.) must be reusable, recyclable or biodegradable/compostable, including biodegradable paper products meeting Green Seal's GS-01 standard for Tissue Paper and GS-09 standard for Paper Towels and Paper Napkins. Expanded polystyrene (Styrofoam) packaging is prohibited.
4. Reduce the environmental and transportation impacts associated with food production and distribution by ensuring at least 25 percent of total combined food and beverage purchases (by cost) are sustainable. Sustainable purchases are those that meet one or both of the following criteria:
 - a) Purchases labeled USDA Certified Organic, Food Alliance Certified, Rainforest Alliance Certified, Protected Harvest Certified, Fair-Trade Certified or Maine Stewardship Council's Blue Eco-Label; or

b) Purchases produced within a 100-mile radius of SCAQMD's headquarters building.

Purchases will receive credit for each sustainable criterion met (i.e. a \$100 purchase of food that is both USDA Certified Organic and is produced locally counts as \$200 worth of sustainable food purchasing). Contractor must provide reports upon request to substantiate attainment.

5. Be responsible for all housekeeping necessary to maintain clean and sanitary conditions of all food service areas, including the floors in the kitchen and cafeteria service areas.
6. Supply and use cleaning products that meet or exceed applicable health and environmental specifications listed below. Contractor is encouraged to partner with manufacturers or distributors to maximize SCAQMD's use of these environmentally friendly materials. To the extent they exist, contractor must use cleaning products that have received SCAQMD's Clean Air Choices cleaner certification. A list of certified materials may be found at SCAQMD website (www.SCAQMD.gov) under "Certifications," "Clean Air Choices Cleaner Certification Program." Where no products have received SCAQMD certification, contractor must use products that have received Green Seal certification, as available. A list of qualifying materials may be found at Green Seal, Inc. (www.greenseal.org).

SCAQMD reserves the right to monitor and audit compliance with these purchasing requirements. Demonstration of a commitment to and a strategy for purchasing environmentally sensitive products and addressing environmental sustainability will be included in the evaluation of submitted proposals.

7. Submit quarterly operating statements to SCAQMD.
8. Pay all federal, State, and local taxes which may be assessed against the operation of its business, equipment, or merchandise while in or on SCAQMD premises.
9. Comply with all federal, State, and local laws and regulations governing a) the preparation, handling, and serving of food, and b) sanitation of food service facilities. Procure, display, and keep in effect all necessary licenses, permits, and certificates required by law. All costs associated with such licenses, permits, and certificates shall be considered part of the operating cost of the business.
10. Hire and maintain adequately trained staff to operate SCAQMD's cafeteria and provide catering services in an efficient manner. Upon being hired, contractor's agents and employees will be subject to SCAQMD's rules and regulations while on SCAQMD property.
11. It shall be the responsibility of the contractor to secure liability insurance for all aspects of the food service program, including, but not limited to, commercial general liability and workers' compensation insurance. The physical facility shall be insured by SCAQMD.
 - a) The contractor will furnish evidence to SCAQMD that workers' compensation insurance of one million dollars (\$1,000,000) is provided, in accordance with California statutory requirements, for all employees working at SCAQMD and that such insurance coverage will be maintained in effect at all times when doing business with SCAQMD.
 - b) The contractor will furnish evidence of commercial general liability insurance of one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

Before providing any services, SCAQMD must receive verification that it has been named as an additional insured on the liability policy.

- c) Certificates of Insurance for the above requirements must be submitted with your proposal.
- d) The contractor will provide 30-days written notice prior to any modification of any of the above insurance policies, and any such modifications will be subject to pre-approval by SCAQMD. Written notification to SCAQMD of any material changes in ownership or control which may result in changes to policy coverage limits or exclusions must be provided at least 15 days prior to the effective date of ownership transfer.

SECTION IV: REQUIRED QUALIFICATIONS

Persons or firms proposing to bid on this request for proposals must be qualified and experienced in managing large corporate cafeterias and must be operating such a cafeteria currently. Proposers must submit qualifications demonstrating this ability, including, but not limited to, the following:

- 1. Size and location of all current corporate cafeteria operations
- 2. Number of years at each operation
- 3. Client reference contacts for each operation
- 4. Licenses and Certifications required to provide such services
- 5. Health department records for each operation (if you currently operate more than five cafeterias, submit records for five operations only)
- 6. Audited financial statement for the most recent year

SECTION V: 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 parts:

- Volume I must relate to the Technical Proposal
- Volume II must relate to the Operating Costs and Other Information
- Volume III must contain the Certifications and Representations, included in Attachment A to this RFP, which have been 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

Section A - Summary - State overall approach to meeting the objectives and satisfying the scope of work to be performed as outlined in the work statement in Section III, the sequence of activities, and a description of methodology or techniques to be used. Include your approach to meeting the environmental aspects of the operation.

Section B - Program Schedule - Provide a schedule for submitting reports within the time allowed.

Section C - Program Management - Describe the proposed management structure (including identifying who would maintain records and prepare and review invoices), program monitoring procedures, and organization of the contracting group.

Section D - Qualifications - Describe the technical capabilities of the firm. Include information as outlined in Section IV. Provide references of other current food service management endeavors similar in scope to that of SCAQMD that demonstrates your ability to successfully manage the project. Include a brief description of the facility, services provided, location, contact name, title, and telephone number for any references listed. Information provided will be used to arrange site visits for the evaluation panel in order to evaluate the quality for food service provided. Provide a statement of your firm's background and experience in managing similar projects for other governmental or private organizations, and describe the transition process your firm follows when assuming responsibility for cafeteria operations.

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

1. List all key personnel assigned to the project by job title, responsibility, 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 SCAQMD's prior written approval.
2. Provide a statement indicating whether or not 90% of the work will be performed within the geographical boundaries of South Coast Air Basin.
3. Provide a statement of the education and training provided to, or required of, the staff identified for participation in the project.
4. Provide a summary of your firm's general qualifications to meet requirements of this RFP and to fulfill work statement obligations, including a list of additional firm personnel and resources beyond those who may be assigned to the project and their function and responsibility.

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL VOLUME.

Section F - References - Provide the business or agency name, address, telephone number, and name of contact person for at least three (3) businesses or agencies for which you have provided similar food services as a contractor.

Section G - Subcontractors - Identify any subcontractors you propose using to perform the required services in this proposal.

Section H - Additional Information - Provide other essential data that may assist in the evaluation of your proposal.

VOLUME II - OPERATING COSTS AND OTHER INFORMATION

Name and Address – Include a cover sheet listing the name and complete address of the proposer in the upper left-hand corner.

Cost Information – This is a no-fee contract; beyond the approximately \$171,000 in-kind subsidy described above, SCAQMD will provide no monetary subsidy to the selected management company for the operation of the cafeteria. Cost information must be provided as listed below:

Proposed Operating Budget – Provide the following information about the proposed operating budget for the cafeteria (detail must be provided by the categories listed):

1. Labor - List the total number of hours and the hourly billing rate for each level of management and line staff. Rates quoted must include labor, general, administrative, and all overhead costs.
2. Liability Insurance - Include evidence of insurance as outlined in this RFP.
3. Proposed Menu and Price Schedule - Include sample week's menu with prices and your cost for food only, as a percentage of price charged customers. Include any discounts or incentives you will offer SCAQMD employees.
4. Proposed annual budget, including all projected income and expenditures. Note: SCAQMD's in-kind subsidy of approximately \$171,000 per year must be reflected in budget calculations/documents.

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

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 must be signed by an authorized representative of the proposer.

Due Date - The proposer shall submit five (5) 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 P2015-02." All proposals are due **no later than 2:00 p.m. Wednesday, August 13, 2014.**

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

Late proposals will not be accepted. Any correction or resubmission done by the proposer must be received by SCAQMD by the due date stated above.

Proposals will not be accepted from any contractor that did not send a representative to the mandatory bidders conference.

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 Contractor

Disposition of Proposals - SCAQMD reserves the right to reject any or all proposals. All responses become the property of SCAQMD. One copy of the proposal shall be retained for SCAQMD 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 SCAQMD. 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 VI: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA

- A. Proposals will be evaluated by a panel of three to five SCAQMD 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 SCAQMD's Governing Board. SCAQMD's Governing Board will make the final selection of a contractor, after which a contract will be executed.
- 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

	<u>Points</u>
Quality of food service based upon site visit to a contractor-operated facility	40
Management and food service experience of proposed staff	15
Food service management experience on projects similar in nature and scope	15
Financial capacity and fiscal management experience	15
Quality of strategies proposed for operating the cafeteria in a manner that is sensitive to environmental sustainability, proposed incentives for customers to make healthy and environmentally sensitive choices, and stated level of commitment to working with SCAQMD staff to develop and implement environmentally sensitive cafeteria operation enhancements during the term of the contract	15
TOTAL:	<hr/> 100

Additional Points

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

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

2. To receive additional points in the evaluation process for the categories of Small Business or Small Business Joint Venture, DVBE or DVBE Joint Venture or Local Business (for non-EPA funded projects), the proposer must submit a self-certification or certification from the State of California Office of Small Business Certification and Resources at the time of proposal submission certifying that the proposer meets the requirements set forth in Section III. To receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses. To receive points as a Low-Emission Vehicle Business, the proposer must demonstrate to the Executive Officer, or designee, that supplies and materials delivered to SCAQMD 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 SCAQMD 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.

- 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 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 SCAQMD 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 SCAQMD's Governing Board. All proposers will be notified of the results by letter.
- F. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.
- G. Upon mutual agreement of the parties of any resultant contract from this RFP, the original contract term may be extended.
- H. 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 SCAQMD's 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 SCAQMD's Procurement Department.

SECTION VII: DRAFT CONTRACT (Provided as example only)



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT CONTRACT

THIS AGREEMENT, made and entered into by and between the SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ("SCAQMD") and XXX, hereinafter referred to as CONTRACTOR, having its principal place of business at XXX.

WITNESSETH THAT:

1. AUTHORIZATION: SCAQMD hereby grants to CONTRACTOR the right to sell manually and through automatic vending equipment healthy and nutritious food, snacks, and beverages on SCAQMD's premises located at 21865 Copley Drive, Diamond Bar, California, in accordance with CONTRACTOR's proposal dated XXX. Such services will include the operation of cafeteria, catering, and coffee/refreshment services. SCAQMD's cafeteria facility may only be used to provide catering or other food services for SCAQMD, SCAQMD-hosted, SCAQMD-sponsored, or SCAQMD-authorized events, or, as authorized in writing by SCAQMD, services and events for facility tenants or the on-site child care center,

2. FACILITIES AND EQUIPMENT:

- A. Manual: SCAQMD shall provide CONTRACTOR with a complete "turn-key operation," consisting of suitable food service facilities (including adequate sanitary toilet facilities and dressing rooms for CONTRACTOR's employees), completely equipped and ready to operate food preparation and service facilities, together with such heat, refrigeration, and utilities service as may be reasonably required for the complete performance of this Contract. In addition, SCAQMD will provide and furnish CONTRACTOR with appropriate office space and office equipment, including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the use of CONTRACTOR in performance of this Contract. SCAQMD shall have full access to the food service facilities at all times.

SCAQMD shall furnish building maintenance services for the premises, shall promptly make all equipment repairs and replacements, and shall be responsible for compliance with all federal, State, and local health and safety laws and regulations with respect to the equipment and facilities provided by SCAQMD.

CONTRACTOR will comply, as a direct cost of operation, with all federal, State, and local health and safety laws and regulations with respect to sanitation and use of the food service equipment.

SCAQMD shall furnish an initial inventory of service wares (chinaware, glassware, silverware) and small expendable equipment (pots, pans, kitchen utensils). At the commencement of operations hereunder, CONTRACTOR and SCAQMD shall jointly take an opening inventory of such service wares and small expendable equipment, a copy of which shall be attached hereto as Exhibit "A" and incorporated herein by reference.

SCAQMD reserves the right to allow special occasion use of kitchen facilities by outside caterers in a manner that does not disrupt CONTRACTOR's normal cafeteria operations. Caterers that prepare any perishable food using SCAQMD's kitchen facility must have at least one food handler certified by the appropriate government agency present during hours of operation.

- B. Vending: CONTRACTOR will provide all automatic vending and related equipment necessary to provide quality food and refreshment services on SCAQMD's premises at mutually agreeable locations. CONTRACTOR guarantees that all equipment installed will be energy efficient and meet the requirements of all relevant federal, State, and local agencies and associations. CONTRACTOR shall remain the owner of all vending and related equipment or shall subcontract for such equipment and shall be responsible for all necessary repairs to such equipment.

Fifty percent of vending machine items must be healthful and nutritious, e.g., 100% fruit juice, fresh fruit, unsalted raw or dry-roasted nuts, whole grain low-fat snacks, etc.

SCAQMD agrees to provide all utilities, including necessary electrical lines to a point within five (5) feet of each item of automatic vending equipment requiring such lines. Water lines for vending equipment will not be provided.

3. CLEANING RESPONSIBILITIES: CONTRACTOR will maintain, as a direct cost of operation, high standards of sanitation in compliance with all applicable local, State and federal regulations and will be responsible for routine cleaning and housekeeping. Routine cleaning and housekeeping will be defined to include daily cleaning of surface areas of food service equipment, sweeping and mopping of floors, debris removal from open floor drains, cleaning of stainless steel vent hoods and grease filters, and routine in-service busing and cleaning of cafeteria tables and chairs. In addition, CONTRACTOR will be responsible for daily cleaning of food preparation, serving, and dining areas.

Cleaning products must meet or exceed applicable health and environmental specifications listed below. Contractor is encouraged to partner with manufacturers or distributors to maximize SCAQMD's use of these environmentally friendly materials. To the extent they exist, contractor must use cleaning products that have received SCAQMD's Clean Air Choices cleaner certification. A list of certified materials may be found at the SCAQMD website (www.SCAQMD.gov) under "Certifications," "Clean Air Choices Cleaner Certification Program." Where no products have received SCAQMD certification, contractors must use products that have received Green Seal, as available. A list of qualifying materials may be found at Green Seal, Inc. (www.greenseal.org).

SCAQMD will provide regular cleaning service for cafeteria and vending area walls, windows, light fixtures, draperies, and blinds, and periodic waxing and buffing of floors. In addition, SCAQMD will be responsible for quarterly deep cleaning of the floors in the kitchen areas as well as routine cleaning of all duct work, plenum chambers, and roof fans.

CONTRACTOR will be responsible for emptying trash and garbage into appropriate outside receptacles for removal. SCAQMD will be responsible for trash and garbage removal from property and any necessary pest extermination service.

4. FOOD SERVICE AND PRICING: CONTRACTOR will provide a selection of nutritious, wholesome food and related products to the employees and SCAQMD visitors at such hours as SCAQMD and CONTRACTOR mutually determine.

Menus must include low-fat, vegetarian, and vegan options. Food items containing trans-fats are not permitted. Coffee and tea must be fair-trade certified and coffee must be shade grown.

Organic waste, including food matter, will, to the extent practicable, be disposed as green waste or compost to minimize landfill disposal.

CONTRACTOR will operate cafeteria in a manner that is sensitive to environmental sustainability and will offer customers incentives to make environmentally sensitive choices. Contractor will work with SCAQMD staff to develop and implement environmental sustainability enhancements during the course of this contract.

Additionally, CONTRACTOR shall notify SCAQMD thirty (30) days in advance of any price increases; and CONTRACTOR shall post all price increases at least one (1) week in advance of implementation.

5. PERSONNEL:

- A. CONTRACTOR will provide and pay a staff of its employees on duty on SCAQMD's premises for efficient management of the food service operation. Employees of CONTRACTOR will be subject to the rules and regulations of SCAQMD while on SCAQMD's premises.

All personnel costs, including compensation, payroll costs, payroll taxes, and fringe benefits of CONTRACTOR employees assigned to duty in the manual food service operation shall be charged as direct costs of operation.

- B. CONTRACTOR agrees to assign to duty on SCAQMD's premises only employees acceptable to SCAQMD.
- C. CONTRACTOR, its employees, agents, or representatives, shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its employees, agents or representatives, be entitled to or be eligible to participate in any benefits, privileges, or plans given or extended by SCAQMD to its employees.

- 6. HEALTH EXAMINATIONS: CONTRACTOR will cause all of its employees assigned to duty on SCAQMD's premises to submit to periodic health examinations as required by law, and will submit satisfactory evidence of compliance with all health regulations to SCAQMD upon request. The cost of such examinations shall be a direct cost of operation.
- 7. PURCHASING: CONTRACTOR will purchase and pay for all food and related supplies, including paper goods, that are utilized in SCAQMD's manual food service operation. Cash discounts or discounts exclusively related to CONTRACTOR'S operation at the SCAQMD's facilities shall be credited to SCAQMD's account.

At least 25 percent of total combined food and beverage purchases (by cost) must be sustainable, i.e., must meet one or both of the following criteria:

- A) Purchases labeled USDA Certified Organic, Food Alliance Certified, Rainforest Alliance Certified, Protected Harvest Certified, Fair-Trade Certified or Maine Stewardship Council's Blue Eco-Label; or
- B) Purchases produced within a 100-mile radius of SCAQMD headquarters building.

Purchases will receive credit for each sustainable criterion met (i.e. a \$100 purchase of food that is both USDA Certified Organic and is produced locally counts as \$200 worth of sustainable food purchasing). Contractor must provide reports upon request to substantiate attainment.

Disposable items (cups, carry-out containers, napkins, paper towels, drinking straws, etc.) must be reusable, recyclable or biodegradable/compostable, including biodegradable paper products meeting Green Seal's GS-01 standard for Tissue Paper and GS-09 standard for Paper Towels and Paper Napkins. Expanded polystyrene (Styrofoam) packaging is prohibited.

SCAQMD reserves the right to monitor and audit compliance with these purchasing requirements.

- 8. LICENSES, PERMITS AND TAXES: CONTRACTOR will obtain and maintain, throughout the term of this Contract, all federal, State and local licenses and permits required for the food service operation. CONTRACTOR shall pay all fees for such licenses as well as collect and pay all sales, use, excise and state and local income taxes

attributable to the food service operation. The cost of all such items applicable to the manual food service operation shall be charged as direct costs of operation.

9. **INSURANCE:** CONTRACTOR shall secure and maintain, throughout the term of this Contract, liability insurance for all aspects of the cafeteria, including, but not limited to, workers' compensation insurance, comprehensive general liability insurance, and products, contractual, broad form vendors' coverage. The physical facility within which the cafeteria operates shall be insured by SCAQMD. The CONTRACTOR's comprehensive general liability insurance shall not be less than \$5,000,000 aggregate and \$1,000,000 per occurrence. Policies shall name SCAQMD as an additional insured party.

All insurance providers used by CONTRACTOR must be authorized to do business in the state of California and shall have an A.M. Best rating of at least B++.

Such insurance shall be provided by insurer(s) and written evidence of such insurance, including reference to SCAQMD as an "additional insured," shall be delivered on or before the effective date of this Contract to:

Assistant Deputy Executive Officer/Administrative and Human Resources
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Such evidence of insurance shall further specify that SCAQMD will receive no less than thirty (30) days written notice by registered mail of any modification of the type of insurance provided, scope of coverage, name of insurance provider, or termination of any insurance relevant to CONTRACTOR'S operation of cafeteria.

Failure by CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Contract upon which SCAQMD may immediately terminate or suspend this Contract.

10. **ACCOUNTING:** On a quarterly basis, CONTRACTOR will submit to SCAQMD an operating statement for that period.
11. **FORCE MAJEURE:** Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Contract, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; floods, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

In the event of a work stoppage or strike by SCAQMD's employees, which interferes with the food service operation on SCAQMD's premises, upon request, CONTRACTOR will take all reasonable steps to continue to provide service during the work stoppage or strike.

12. **ACCURATE BOOKS AND RECORDS:** CONTRACTOR shall maintain, in accordance with generally accepted accounting principles, books and records in connection with the food service operation and shall retain such records for a period of two (2) years. Books and records with respect to the manual operation and records of vending receipts may be audited by SCAQMD at any time during regular business hours, upon reasonable notice. SCAQMD may, at its own expense, retain an independent certified public accounting firm to audit CONTRACTOR's records.
13. **NOTICE:** Notices required to be provided under this Contract shall be in writing and shall be deemed to have been duly given if mailed certified mail, return receipt requested. Formal notice begins on the date indicated on the return receipt card. The following addresses shall serve as the places to which all notices and other correspondence between the parties shall be sent:

CONTRACTOR: XXXX

Attn: XXXX

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Attn: Bill Johnson

14. ENTIRE AGREEMENT AND AMENDMENTS: This Contract represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Contract and there are no understandings, representations, or agreements, oral or written, expressed or implied other than those set forth herein.

The terms of this Contract may not be changed, modified, or amended except by the written agreement of both parties.

15. WAIVER: The failure of CONTRACTOR and SCAQMD to exercise any right or remedy available under this Contract upon the breach of the terms, covenants and conditions of this Contract or the failure to demand the prompt performance of any obligation under this Contract shall not be deemed a waiver of such right to remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the CONTRACTOR.

16. NON-ASSIGNMENT

This Contract is not assignable under any circumstances.

17. TERM AND TERMINATION:

- A. Term: The term of this Contract shall commence on XXX, and shall remain in effect through XXX. SCAQMD shall provide written notice of its intent to renew the Contract at least 120 days before the Contract expires. At SCAQMD's discretion the term of the contract shall be extended for up to two additional years. A written modification to the Contract will be issued to extend the term of the Contract should the SCAQMD elect to renew this Contract.

In the event that either party fails to comply with the terms and conditions of this Contract, or fails to provide the services in the manner agreed upon by the parties, this failure shall constitute breach of the Contract. The non-breaching party shall notify the breaching party that it must cure this breach within fifteen (15) working days of notification. Failure to cure the breach will result in termination of the Contract. Notification will be provided in writing and sent via United States Postal Service first-class certified mail, return receipt requested. Termination notice shall begin on the date indicated on the return receipt card. Termination shall not be effective until 120 days after date of notification and shall be consistent with paragraph 17.B. below. The non-breaching party reserves all rights under law and equity to enforce the Contract and recover any damages.

- B. Termination: In the event of termination of this Contract, CONTRACTOR shall: Be required to submit to SCAQMD a termination report consisting of all non-confidential information, including, but not limited to, reports, files, data, and related documents material to the cafeteria's and/or vending machine operations, in a form capable of assimilation for SCAQMD use.

If necessary, continue the operation of the cafeteria and/or vending machines on a month-to-month basis under the same terms and conditions. SCAQMD shall not unreasonably extend or prolong the time needed to obtain a successor CONTRACTOR.

18. 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 handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, et seq.), the Federal Civil Rights Action of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all other administrative rules and regulations issued pursuant to said Acts and Order.
19. 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 19.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 SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment persons performing services under this Contract.
20. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless SCAQMD, its agents, officers and employees, against all claims for loss or damage, including reasonable attorney's fees, arising out of CONTRACTOR's operations, except for claims for loss or damage caused by the negligent acts or omissions of SCAQMD.
21. SEVERABILITY: If any provision of this Contract is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
22. GOVERNING LAW: This Contract shall be construed and governed in accordance with the laws of the State of California. CONTRACTOR and SCAQMD agree that venue for the resolution of any dispute will be Los Angeles County, California.

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

XXXXXX

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____XXXXXX_____

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



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 •

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
Form 590 Withholding Exemption Certificate
Federal Contract Debarment Certification
Campaign Contributions Disclosure
Direct Deposit Authorization

REV 3/13



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • www.aqmd.gov

BUSINESS INFORMATION REQUEST

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

REMITTING ADDRESS INFORMATION

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

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

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

DISADVANTAGED BUSINESS CERTIFICATION

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

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

Statements of certification:

As a prime contractor to SCAQMD, (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 33.301, 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:

- | | |
|---|--|
| <input type="checkbox"/> Small Business Enterprise/Small Business Joint Venture | <input type="checkbox"/> Women-owned Business Enterprise |
| <input type="checkbox"/> Local business | <input type="checkbox"/> Disabled Veteran-owned Business Enterprise/DVBE Joint Venture |
| <input type="checkbox"/> Minority-owned Business Enterprise | |

Percent of ownership: _____ %

Name of Qualifying Owner(s): _____

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

NAME

TITLE

TELEPHONE NUMBER

DATE

Definitions

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

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

Joint Venture means that one party to the joint venture is a 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 SCAQMD at the time of bid application.
- performs 90 percent of the work within SCAQMD's jurisdiction.

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

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

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

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

2013 Withholding Exemption Certificate**590**

This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Payee's name _____

Payee's ☐ SSN or ITIN ☐ FEIN
☐ CA corp. no. ☐ CA SOS file no.

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____

ZIP Code _____

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or limited liability companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) _____ Daytime telephone no. _____

Payee's signature ☐ _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write “PMB” first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. Do not abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the FTB. The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or California Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

Who is Excluded from Withholding – The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the

withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes.

Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled “Individuals — Certification of Residency.”

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders. Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Additional Information

To get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651
Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

You can download, view, and print California tax forms and publications at ftb.ca.gov.

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the
United States
916.845.6500 from outside the
United States

TTY/TDD: 800.822.6268 for persons with
hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los
Estados Unidos
916.845.6500 fuera de los Estados
Unidos

TTY/TDD: 800.822.6268 personas con
discapacidades auditivas
y del habla

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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 South Coast Air Quality Management District (SCAQMD) 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).

California law prohibits a party, or an agent, from making campaign contributions to SCAQMD Governing Board Members or members/alternates of the Mobile Source Air Pollution Reduction Review Committee (MSRC) of more than \$250 while their contract or permit is pending before the SCAQMD; 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, SCAQMD 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 more than \$250 in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c).

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

SECTION I.

Contractor (Legal Name): _____

- DBA, Name _____, County Filed in _____
Corporation, ID No. _____
LLC/LLP, ID No. _____

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

Campaign Contributions Disclosure, *continued*:

SECTION II.

Has Contractor and/or any 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 member/alternate of the MSRC in the 12 months preceding the date of execution of this disclosure?

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

Name of Contributor _____

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

Name of Contributor _____

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

Name of Contributor _____

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

Name of Contributor _____

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

I declare the foregoing disclosures to be true and correct.

By: _____

Title: _____

Date: _____

DEFINITIONS

Parent, Subsidiary, or Otherwise Related Business Entity (2 Cal. Code of Regs., §18703.1(d).)

- (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. controlling owner in the other entity.**



South Coast
AIR QUALITY MANAGEMENT DISTRICT
 21865 Copley Dr., Diamond Bar, CA 91765
 www.aqmd.gov

Direct Deposit Authorization

STEP 1: Please check all the appropriate boxes

- | | |
|--|--|
| <input type="checkbox"/> Individual (Employee, Governing Board Member) | <input type="checkbox"/> New Request |
| <input type="checkbox"/> Vendor/Contractor | <input type="checkbox"/> Cancel Direct Deposit |
| <input type="checkbox"/> Changed Information | |

STEP 2: Payee Information

Last Name	First Name	Middle Initial	Title
Vendor/Contractor Business Name (if applicable)			
Address		Apartment or P.O. Box Number	
City	State	Zip	Country
Taxpayer ID Number	Telephone Number	Email Address	

Authorization

- I authorize South Coast Air Quality Management District (SCAQMD) to direct deposit funds to my account in the financial institution as indicated below. I understand that the authorization may be rejected or discontinued by SCAQMD at any time. If any of the above information changes, I will promptly complete a new authorization agreement. If the direct deposit is not stopped before closing an account, funds payable to me will be returned to SCAQMD for distribution. This will delay my payment.
- This authorization remains in effect until SCAQMD receives written notification of changes or cancellation from you.
- I hereby release and hold harmless SCAQMD for any claims or liability to pay for any losses or costs related to insufficient fund transactions that result from failure within the Automated Clearing House network to correctly and timely deposit monies into my account.

STEP 3:

You must verify that your bank is a member of an Automated Clearing House (ACH). Failure to do so could delay the processing of your payment. You must attach a voided check or have your bank complete the bank information and the account holder must sign below.

To be Completed by your Bank

Staple Voided Check Here	Name of Bank/Institution		
	Account Holder Name(s)		
	<input type="checkbox"/> Saving <input type="checkbox"/> Checking	Account Number	Routing Number
	Bank Representative Printed Name	Bank Representative Signature	Date
	ACCOUNT HOLDER SIGNATURE:		Date

For SCAQMD Use Only

Input By _____

Date _____