

BOARD MEETING DATE: June 5, 2015

AGENDA NO. 6

PROPOSAL: Issue RFP for Refurbishment of Pace Air Handlers at SCAQMD Headquarters

SYNOPSIS: The current Pace air handlers are over 24 years old and have been operating 365 days a year, 20 or more hours a day. With a life expectancy of 15 to 20 years, maintenance costs have risen and dependability of the handlers is declining rapidly. Staff is requesting to refurbish the air handlers, which provide filtered conditioned air to SCAQMD headquarters, and will also increase the efficiency and provide necessary back up. This action is to issue an RFP to solicit proposals from qualified contractors to refurbish various air handlers.

COMMITTEE: Administrative, May 8, 2015; Recommended for Approval

RECOMMENDED ACTION:

Issue RFP #P2015-32 to solicit proposals from qualified contractors to replace the air handler plug fans and other components on various air handlers at SCAQMD headquarters with new fan wall technology.

Barry R. Wallerstein, D.Env.
Executive Officer

WJ:BJ:tc

Background

The current Pace air handlers are used to provide conditioned air at SCAQMD headquarters. The air handlers are over 24 years old and have been operating at an average of 20 hours a day, 365 days a year. The typical life expectancy of air handlers are from 15 to 20 years. Over the past five years, maintenance costs for the air handlers have escalated while their dependability and energy efficiency continues to decline.

The existing air handlers operate with one or two large constant speed plug fans. Each air handler fan ranges in size from 30 inches to 44.5 inches in diameter and is operated

by electric motors from 10 to 75 horse power. Currently, should a fan fail, all conditioned air flow to the affected floor will cease until repairs can be made.

Replacement parts for Pace air handlers are no longer available. After extensive research, staff recommends replacing the large constant speed plug fans and other aging components with new energy efficient fan wall technology within the air handler units. Fan wall technology consists of a group of smaller fans and motors that run independently of each other, but collectively the fans will provide the same volume of conditioned air as the current plug fans. With this new technology, should a fan fail, the others will automatically increase in speed to compensate for the failed fan, allowing staff to make repairs without compromising the comfort of staff.

Proposal

This action is to issue RFP #P2015-32 to solicit proposals from qualified contractors to replace the air handler plug fans and various other components on various air handlers at SCAQMD headquarters with new fan wall technology.

Outreach

In accordance with SCAQMD's Procurement Policy and Procedure, a public notice advertising the RFP and inviting bids will be published in the Los Angeles Times, the Orange County Register, the San Bernardino Sun, and Riverside County's 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 will be emailed 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."

Proposal Evaluation

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

Resource Impacts

Sufficient funds are available in the Infrastructure Improvement Special Fund (2).

Attachment

RFP #P2015-32

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

REQUEST FOR PROPOSALS

REFURBISHMENT OF PACE AIR HANDLERS

#P2015-32

The 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 sealed bids/proposals from qualified "B" General Contractors and/or C-20 HVAC contractors for the fan wall installation project for SCAQMD.

Work will be performed on various SCAQMD's Pace Air Handler units. The work will consist of removing the existing fan assembly and water coils. New work shall consist of cabinet refurbishment and installation of a new fan wall and water coils. SCAQMD reserves the right to do the proposed project in its entirety or any part thereof.

INDEX - The following are contained in this RFP:

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

Attachment A – Statement of Work
Attachment B - Certifications and Representations
Attachment C – Payment Schedule
Attachment D – Appendix

SECTION I: BACKGROUND/INFORMATION

SCAQMD is a regional governmental agency responsible for the regulation of sources of air contaminants in the South Coast Air Basin. SCAQMD's headquarters is located at 21865 Copley Drive, Diamond Bar, California 91765 and consists of four interconnected buildings designated as the North Office Tower, South Office Tower, Laboratory and Conference Center/Cafeteria.

SECTION II: CONTACT PERSON:

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

Bruce Jacobson
Building Maintenance Manager
SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765-4178
(909) 396-2289
(909) 396-3964 Fax
bjacobson@aqmd.gov

Doug Underwood
Building Supervisor
SCAQMD
21865 Copley Drive
Diamond Bar, Ca 91765-4178
(909) 396-2278
(909) 396-3964 Fax
dunderwood@aqmd.gov

SECTION III: SCHEDULE OF EVENTS

June 5, 2015	RFP Released
June 18, 2015	Mandatory Bidder's Conference
July 8, 2015	Proposals Due – No Later Than 2:00 pm
July 8– July 22, 2015	Proposal Evaluations
August 7, 2015	Anticipated Contract Execution

MANDATORY BIDDER'S CONFERENCE - A bidder's conference will be held on:

Date: June 18, 2015
Time: 10:00 AM
Location: 21865 Copley Dr
Diamond Bar, CA 91765
Room CC-2

Those interested in participating must make reservations to attend the Mandatory Bidder's Conference by calling Verna Negrete at (909) 396-2807.

Bids/proposals will not be accepted from businesses that do not send an authorized representative to the mandatory bidder's conference.

PRE BID INQUIRES

All pre-bid inquires regarding this RFP #P2015-32 must be received via fax or email no later than 3:00 p.m. on July 1, 2015. Questions received after this deadline will not be acknowledged.

SECTION IV: 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 hour's delivery business are provided for purposes of determining eligibility for point or cost considerations in the evaluation process.

1. "Women business enterprise" (WBE) as used in this policy means a business enterprise that meets all of the following criteria:
 - a. a business that is at least 51 percent owned by one or more women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more or 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 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 V: STATEMENT OF WORK/SCHEDULE OF DELIVERABLES

Statement of Work ---See Attachment "A"

SECTION VI: REQUIRED QUALIFICATIONS

SCAQMD will enter into a contract agreement with a "B" GENERAL CONTRACTOR and/or C-20 HVAC CONTRACTOR only. Should the prime CONTRACTOR substitute a subcontractor for any of the responsibilities or obligations covered under this agreement without SCAQMD's prior written approval, it will result in termination of the prime contract.

The successful CONTRACTOR must furnish evidence of workers' compensation insurance in accordance with California statutory requirements, general liability insurance, and automobile liability insurance in accordance with provision 7 of the attached Draft Contract.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

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

Each proposal must be submitted in three separate volumes:

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

A separate cover letter signed by the person or persons authorized to represent the CONTRACTOR shall accompany the proposal. The cover letter shall include the CONTRACTOR's business name, address, telephone number, CONTRACTOR's license number, and DIR Registration number.

CONTRACTOR'S contact information as follows shall 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 shall be provided for Volumes I and II.

VOLUME I - TECHNICAL PROPOSAL

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME

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

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

Qualifications (Section C) - Describe the technical capabilities of the firm. Provide references of other similar projects performed during the last five years demonstrating ability to successfully complete the project on the attached form. Include contact name, title, and telephone number for any references listed.

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

List all key personnel assigned to the project by level and name. Provide a resume or similar statement of the qualifications of the lead person and all key personnel assigned to the project. Substitution of the lead person or key personnel once contract is executed and project is started will not be permitted without prior written approval of SCAQMD.

Subcontractors (Section E) - This project may require expertise in multiple technical areas. List all subcontractors that may be used and the work to be performed by them on the form provided.

Additional Data (Section F) - All CONTRACTOR's and Subcontractors shall possess a current contractor's license issued by the Contractors State License Board (CSLB) specific to the required trade and shall be registered PWC-100 with the Department of Industrial Relations (DIR).

VOLUME II - COST PROPOSAL

Name and Address - The Cost Proposal shall list the name and complete address including CONTRACTOR's license number of the Proposer on the provided forms or in a similar format.

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

1. Detail information must be provided by the following categories:
 - A. Labor Costs - List the hourly billing rate for each level of staff. A breakdown of the proposed billing rates must identify the direct labor rate, overhead rate and amount, fringe benefit rate and amount, General and Administrative rate and amount, and proposed profit.
 - B. Subcontractor Costs - Identify subcontractors by name, and list subcontractor project costs. Substitution of the subcontractors once proposal is submitted will not be permitted without written approval of SCAQMD.
 - C. Parts and Materials Costs – Identify costs for all parts and materials for each air handler.

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

SECTION VIII: PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section VII above. Failure to adhere to these specifications may be cause for rejection of proposal. **It is the responsibility of each bidder to frequently check SCAQMD's website at for all updates and addendums prior to submitting a bid for the project.**

Signature - All proposals should 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 #2015-32." **All proposals are due no later than 2:00 p.m., July 8, 2015, and should be directed to:**

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

Late bids/proposals will not be accepted under any circumstances.

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

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

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 IX: 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/or the Governing Board of SCAQMD for final selection of a contractor and negotiation of a contract.
- B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

1. Proposal Evaluation Criteria

<u>Projects Requiring Unique Knowledge or Abilities</u>	
Understanding of Requirement	20
Technical Approach	20
Contractor Qualifications	20
Previous Experience on Similar Projects	10
Cost	<u>30</u>
TOTAL	100

Additional Points

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

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

Self-Certification for Additional Points

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

- 2. To receive additional points in the evaluation process for the categories of Small Business or Small Business Joint Venture, DVBE or DVBE Joint Venture or Local Business (for non-federally funded projects), the proposer must submit a self-certification or certification from the State of California Office of Small Business Certification and Resources at the time of proposal submission certifying that the proposer meets the requirements set forth in Section III. To

receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses. To receive points as a Low-Emission Vehicle Business, the proposer must demonstrate to the Executive Officer, or designee, that supplies and materials delivered to 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.

3. For procurement of projects requiring technical or unique knowledge and abilities, technical factors including past experience shall be weighted at 70 points and cost shall be weighted at 30 points. A proposal must receive at least 56 out of 70 points for projects requiring technical expertise or special projects requiring unique knowledge and abilities, in order to be deemed qualified for award.
 4. The lowest-cost proposal will be awarded the maximum cost points available and all other cost proposals will receive points on a prorated basis. For example, if the lowest-cost proposal is \$1,000 and the maximum points available are 30 points, this proposal would receive the full 30 points. If the next lowest-cost proposal is \$1,100, it would receive 27 points reflecting the fact that it is 10% higher than the lowest cost (90% of 30 points = 27 points).
- C. During the selection process, the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time. Additional information provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal, upon request by SCAQMD.
- D. The Executive Officer or Governing Board may award the contract to a Proposer other than the Proposer receiving the highest rating in the event the Governing Board determines that another Proposer from among those technically qualified would

provide the best value to SCAQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the RFP, on evidence provided in the proposal and on any other evidence provided during the bid review process.

- E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.
- F. The Governing Board has approved a Bid Protest Procedure which provides a process for a bidder or prospective bidder to submit a written protest to 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.
- G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.
- H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.
- I. Disposition of Proposals – Pursuant to SCAQMD's Procurement Policy and Procedure, SCAQMD reserves the right to reject any or all proposals. All proposals become the property of SCAQMD, and are subject to the California Public Records Act. 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.
- J. **If proposal submittal is for a Public Works project as defined by State of California Labor Code Section 1720, Proposer is required to include Contractor Registration No. in Attachment A. Proposal submittal will be deemed as non-responsive and bidder will be disqualified if Contractor Registration No. is not included in Attachment A. Proposer is alerted to changes to California Prevailing Wage compliance requirements as defined in Senate Bill 854 (Stat. 2014, Chapter 28).**

SECTION X: Cost Proposal and References

Name: _____

Address: _____

City, State, ZipCode: _____

Contractor License Number: _____

Please fill in the following cost breakdown. Include any other costs that may not be listed, in order to provide an accurate total bid amount.

AIR HANDLER #1 NEW EQUIPMENT DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
A. Fan Wall System			
B. CHW Cold Deck Coil cu/cu (Refer to Coil Schedule)			
C. HW Pre-Heat Coil cu/cu (Refer to Coil Schedule)			
D. HW Hot Deck Coil cu/cu (Refer to Coil Schedule)			
E. Three (3) Access Doors 21" x 60" (WxH)			
F. Hot Deck Damper 96" x 24" (WxH) with DDC Actuator			
G. Cold Deck Damper 96" x 24" (WxH) with DDC Actuator			
H. DDC Valve /Actuator – HW Reheat Coil			
I. DDC Valve /Actuator – CHW Cold Deck Coli			
J. DDC Valve Actuator – HW Hot Deck Coil			
K. Duct Static Pressure Sensors (QTY 2) – Hot & Cold Deck			
L. Integration of fan wall PLC controller via BAC net IP			
M. Extended 5-Year Warranty			
Total			

AIR HANDLER #1 DEMOLITION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Existing Fan and Motor Assembly			
B. Removal of Existing Coils			
C. Removal of Existing Access Doors and Frames			
D. Removal of Existing Dampers and Actuators			
F. Removal of CHW Cold Deck Coil DDC Valve and Actuator			
G. Removal of HW Reheat Coil DDC Valve and Actuator			
H. Removal of HW Hot Deck Coil DDC Valve and Actuator			
Total			

AIR HANDLER #1 NEW EQUIPMENT INSTALLATION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Fan Wall System			
B. Electrical Control Panel			
C. CHW Cold Deck Coil with Stainless Steel Drain Pan			
D. HW Pre-Heat Coil			
E. HW Hot Deck Coil			
F. Three (3) Access Doors			
G. Hot Deck Damper with DDC actuator			
H. Cold Deck Damper with DDC actuator			
I. DDC Valve /Actuator – HW Reheat Coil			
J. DDC Valve /Actuator – CHW Cold Deck Coli			
K. DDC Valve Actuator – HW Hot Deck Coil			
L. Duct Static Pressure Sensors (QTY 2) – Hot & Cold Deck			
M. Integration of Fan wall PLC Controller via BAC net IP			
N. Audit and Energy Analysis			
O. Contingency 10% Total Air Handler #1 Amount			
Total			

AIR HANDLER #2 NEW EQUIPMENT DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
A. Fan wall System			
B. CHW Cold Deck Coil cu/cu			
C. HW Pre-Heat Coil cu/cu			
D. HW Hot Deck cu/cu			
E. Two (2) Access Doors - 21" x 60" (WXH)			
F. One (1) Access Door - 21" x 48" (WXH)			
G. One (1) Access Door - 26" x 60" (WXH)			
H. Hot Deck Damper 120" x 24" (WXH) with DDC actuator			
I. Cold Deck Damper 120" x 24" (WXH) with DDC actuator			
J. DDC Valve /Actuator – HW Reheat Coil			
K. DDC Valve /Actuator – CHW Cold Deck Coli			
L. DDC Valve Actuator – HW Hot Deck Coil			
M. Duct Static Pressure Sensors (QTY 2) – Hot & Cold Deck			
N. Integration of fan wall PLC controller via BAC net IP			
O. Extended 5-year warranty			
Total			

AIR HANDLER #2 DEMOLITION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Existing Fan and Motor Assembly			
B. Removal of Existing Coils			
C. Removal of Existing Access Doors and Frames			
D. Removal of Existing Dampers and Actuators			
F. Removal of CHW Cold Deck Coil DDC Valve and Actuator			
G. Removal of HW Reheat Coil DDC Valve and Actuator			
H. Removal of HW Hot Deck Coil DDC Valve and Actuator			
Total			

AIR HANDLER #2 NEW EQUIPMENT INSTALLATION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Fan Wall System			
B. Electrical Control Panel			
C. CHW Cold Deck Coil with Stainless Steel Drain Pan			
D. HW Pre-Heat Coil			
E. HW Hot Deck Coil			
F. Four (4) Access Doors			
G. Hot Deck Damper with DDC Actuator			
H. Cold Deck Damper with DDC Actuator			
I. DDC Valve/Actuator – HW Preheat Coil			
J. DDC Valve /Actuator – CHW Cold Deck Coli			
K. DDC Valve Actuator – HW Hot Deck Coil			
L. Duct Static Pressure Sensors (QTY 2) – Hot & Cold Deck			
M. Integration of fan wall PLC controller via BAC net IP			
N. Audit and Energy Analysis			
O. Contingency 10% Total Air Handler #2 Amount			
Total			

AIR HANDLER #10 NEW EQUIPMENT DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
A. Fan Wall System			
B. CHW Coil cu/cu			
C. HW Coil cu/cu			
D. Two (2) Access Doors - 21" x 60" (WxH)			
E. Two (2) Access Doors - 21" x 54" (WxH)			
F. Outside air Damper 77" x 56" DDC Actuator			
G. DDC Valve/Actuator – CHW Coils			
H. DDC Valve/Actuator – HW Coil			
I. Duct Static Pressure Sensor (QTY 1) – Supply Duct			
J. Integration of Fan Wall PLC Controller via BAC net IP			
K. Extended 5-Year Warranty			
Total			

AIR HANDLER #10 DEMOLITION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Existing Fan and Motor Assembly			
B. Removal of Existing Coils			
C. Removal of Existing Access Doors and Frames			
D. Removal of Existing Dampers and Actuator			
F. Removal of CHW Cold Deck Coil DDC Valve and Actuator			
G. Removal of HW Reheat Coil DDC Valve and Actuator			
H. Removal of HW Hot Deck Coil DDC Valve and Actuator			
Total			

AIR HANDLER #10 NEW EQUIPMENT INSTALLATION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Fan Wall System			
B. Electrical Control Panel			
C. CHW Coil cu/cu with Stainless Steel Drain Pan			
D. HW Coil cu/cu			
E. Four (4) Access Doors			
F. Outside Damper 77" X 56: (WxH) with DDC Actuator			
G. DDC Valve/Actuator – HW Coil			
H. DDC Valve/Actuator – CHW Coil			
I. Duct Static Pressure Sensors (QTY 1)			
J. Integration of fan wall PLC controller via BAC Net IP			
K. Audit and Energy Analysis			
Total			

AIR HANDLER #10 Refinish Interior and Exterior Air Handler	QUANTITY	UNIT COST	TOTAL COST
A. Preparation Of Equipment For Paint			
B. Application of Primer and Paint			
C. Contingency 10% Total Air Handler #10 Amount			

AIR HANDLER #14 NEW EQUIPMENT DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
A. Fan Wall System (Supply and Return)			
B. CHW Coil cu/cu With Stainless Steel Drain Pan			
C. Seven (7) Access Doors - 21" X 60" (WxH)			
D. Exhaust Damper 60" X 36" (WxH) With DDC Actuator			
E. Make Up Air Damper 24" X 24" (WxH) With DDC Actuator			
F. Outside Air Damper 42" X 61" (WxH) With DDC Actuator			
G. Return Air Damper 54" X 61" (WxH) With DDC Actuator			
H. DDC Valve/Actuator – CHW Coil			
I. Duct Static Pressure Sensor (Qty 1) – Supply Air			
J. Integration of fan wall PLC controller via BAC Net IP			
K. Extended 5-Year Warranty			
Total			

AIR HANDLER #14 DEMOLITION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Existing Fan and Motor Assembly			
B. Removal of Existing Coil			
C. Removal of Existing Access Doors and Frames			
D. Removal of Existing Dampers and Actuators			
F. Removal of CHW Coil DDC Valve and Actuator			
Total			

AIR HANDLER #14 NEW EQUIPMENT INSTALLATION (LABOR)	QUANTITY	UNIT COST	TOTAL COST
A. Fan Wall System (Supply and Return)			
B. Electrical Control Panel			
C. CHW Coil with Stainless Steel Drain Pan			
D. Seven (7) Access Doors			
E. Exhaust Damper With DDC Actuator			
F. Make Up Air Damper With DDC Actuator			
G. Outside Air Damper With DDC Actuator			
H. Return Air Damper With DDC Actuator			
I. DDC Valve /Actuator – CHW Coli			
J. Duct Static Pressure Sensors (QTY 2) – (Supply and Return)			
K. Audit and Energy Analysis			
L. Contingency 10% Total Air Handler #14 Amount			
Total			

GRAND TOTAL ALL AIR HANDLERS			
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July 8, 2015

To: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Attention: Procurement Department

SUBJECT: REFURBISHMENT OF PACE AIR HANDLERS VARIOUS AREAS

Based on the GRAND TOTAL cost breakdown provided above, the undersigned, having carefully examined SCAQMD's specification attached hereto, hereby propose and agrees to furnish all necessary labor, materials, equipment, and any other incidentals necessary for the refurbishment of pace air handlers various areas in strict conformity with SCAQMD's specification for the stipulated sum of:

\$ _____

_____ Dollars \$ _____

The above pricing is all inclusive. If this proposal is accepted by SCAQMD, the undersigned agrees to execute a contract for work to be accomplished under this proposal and to provide evidence of required workers' compensation insurance and general and auto liability insurance as described in provision 7 of the attached draft contract. SCAQMD reserves the right to do the proposed project in its entirety or any part thereof.

Proposer's Name: _____

Proposer's Address: _____

Authorized Signature: _____

Title: _____

REFERENCES

Please provide information on minimum of five clients for whom your company provided services, within the past five years, which are similar in scope and size to those described in this RFP #P2015-32 so we may contact them for references.

1. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____
2. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____
3. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____
4. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____
5. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____
6. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____
7. Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
DESIGNATED SUBCONTRACTOR LIST**

Subcontractor Name: _____ **Contact Person:** _____
Address: _____
Description of work: _____
License & DIR Number: _____ **Amount of Subcontract:** _____

Subcontractor Name: _____ **Contact Person:** _____
Address: _____
Description of work: _____
License & DIR Number: _____ **Amount of Subcontract:** _____

Subcontractor Name: _____ **Contact Person:** _____
Address: _____
Description of work: _____
License & DIR Number: _____ **Amount of Subcontract:** _____

Subcontractor Name: _____ **Contact Person:** _____
Address: _____
Description of work: _____
License & DIR Number: _____ **Amount of Subcontract:** _____

Subcontractor Name: _____ **Contact Person:** _____
Address: _____
Description of work: _____
License & DIR Number: _____ **Amount of Subcontract:** _____

Subcontractor Name: _____ **Contact Person:** _____
Address: _____
Description of work: _____
License & DIR Number: _____ **Amount of Subcontract:** _____

SECTION XI: DRAFT CONTRACT (Provided as a sample only)



**South Coast
Air Quality Management District**

This Contract consists of *** pages.

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and *** (referred to here as "CONTRACTOR") whose address is ***.
2. RECITALS
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
 - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
 - B. CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
 - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
 - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to SCAQMD's final approval which SCAQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by SCAQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by SCAQMD to have failed the foregoing standards of performance.
 - E. CONTRACTOR shall post a performance bond in the amount of *** Dollars (\$***) from a surety authorized to issue such bonds within the State. [OPTIONAL]
 - F. SCAQMD has the right to review the terms and conditions of the performance bond and to request modifications thereto which will ensure that SCAQMD will be compensated in the event CONTRACTOR fails to perform and also provides SCAQMD with the opportunity to review the qualifications of the entity

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

G. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.

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

5. TERMINATION

A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 12. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.

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

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

6. STOP WORK – SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

7. INSURANCE

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

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

- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
 - D. CONTRACTOR shall furnish evidence to SCAQMD of Professional Liability Insurance with an aggregate limit of not less than \$5,000,000. [OPTIONAL]
 - E. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
 - F. All insurance certificates should be mailed to: SCAQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The SCAQMD Contract Number must be included on the face of the certificate.**
 - G. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.
8. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.
9. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT
- A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term.
 - B. SCAQMD, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for SCAQMD to conduct on-site inspections and audits in any related subcontract.
 - C. If an amount is found to be inappropriately expended, SCAQMD may withhold payment, or seek reimbursement, from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
10. CO-FUNDING [USE IF REQUIRED]
- A. CONTRACTOR shall obtain co-funding as follows: ***, ***, Dollars (\$***); ***, ***, Dollars (\$***); ***, ***, Dollars (\$***); ***, ***, Dollars (\$***); ***, ***, Dollars (\$***); and ***, ***, Dollars (\$***).
 - B. If CONTRACTOR fails to obtain co-funding in the amount(s) referenced above, then SCAQMD reserves the right to renegotiate or terminate this Contract.
 - C. CONTRACTOR shall provide co-funding in the amount of ***, Dollars (\$***) for this project. If CONTRACTOR fails to provide this co-funding, then SCAQMD reserves the right to renegotiate or terminate this Contract.

11. PAYMENT

[FIXED PRICE]

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

[T & M].

- A. SCAQMD shall pay CONTRACTOR a total not to exceed amount of *** Dollars (\$***), including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: ***.
- B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars (\$1,000) upon prior written approval from SCAQMD. Reallocation of costs in excess of One Thousand Dollars (\$1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.
- C. SCAQMD's payment of invoices shall be subject to the following limitations and requirements:
 - i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR). SCAQMD's reimbursement of travel expenses and requirements for supporting documentation are listed below.
 - ii) CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. SCAQMD may reduce payments on invoices by those charges for which receipts were not provided.
 - iii) SCAQMD shall not pay interest, fees, handling charges, or cost of money on Contract.
- D. SCAQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by SCAQMD in writing.
 - i) SCAQMD's reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
 - Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
 - Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.

Lodging - Up to One Hundred Fifty Dollars (\$150) per night. A higher amount of reimbursement is permissible if pre-approved by SCAQMD.

Meals - Daily allowance is Fifty Dollars (\$50.00).

ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:

Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.

Meals - Meals billed in excess of \$50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by SCAQMD.

Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate.

Other travel-related expenses - Receipts are required for all individual items.

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

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

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

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

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

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

CONTRACTOR: ***

Attn: ***

14. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify SCAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

15. CONFIDENTIALITY - It is expressly understood and agreed that SCAQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from SCAQMD as confidential. CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
 - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
 - D. Notify SCAQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
 - E. Take at CONTRACTOR expense, but at SCAQMD's option and in any event under SCAQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
 - F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
 - G. Prevent access to such information by any person or entity not authorized under this Contract.
 - H. Establish specific procedures in order to fulfill the obligations of this clause.
 - I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).
16. PUBLICATION
- A. SCAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from SCAQMD in connection with performance under this Contract.
 - B. Information, data, documents, or reports developed by CONTRACTOR for SCAQMD, pursuant to this Contract, shall be part of SCAQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to SCAQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

17. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.
18. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by SCAQMD during the term of this Contract without the consent of SCAQMD.
19. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by SCAQMD for access to and activity in and around SCAQMD premises.
20. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
21. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
22. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
23. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
24. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
25. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

27. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
28. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, the SCAQMD shall not be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment/Cost Schedule and payment provision of the Contract[OPTIONAL]
29. 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. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. 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 of persons performing services under this Contract.
30. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), SCAQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from SCAQMD's District Counsels' office.[OPTIONAL]
31. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS [OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the SCAQMD, CONTRACTOR shall allow the SCAQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the SCAQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

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

CONTRACTOR shall allow the SCAQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the SCAQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

32. OPTION TO EXTEND THE TERM OF THE CONTRACT - SCAQMD reserves the right to extend the contract for a one-year period commencing ***** (enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that SCAQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. **[OPTIONAL]**
33. PROPOSAL INCORPORATION – CONTRACTOR's Technical Proposal dated *** submitted in response to Request for Proposal (RFP) #****, is expressly incorporated herein by this reference and made a part hereof of this Contract. In the event of any conflict between the terms and conditions of this Contract and CONTRACTOR's Technical Proposal, this Contract shall govern and control. **[OPTIONAL]**
34. KEY PERSONNEL - *insert person's name* is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by SCAQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by SCAQMD. SCAQMD reserves the right to interview proposed substitute key personnel. **[OPTIONAL]**
35. PREVAILING WAGES – **[USE FOR INFRASTRUCTURE AND MAINTENANCE PROJECTS]** CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify, defend and hold

harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

- 36. SUBCONTRACTOR APPROVAL – If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD’s Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

- 37. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to SCAQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

<p>By: _____</p>	<p>By: _____</p>
------------------	------------------

Barry R. Wallerstein, D.Env., Executive Officer
Dr. William A. Burke, Chairman, Governing Board

Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

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

By: _____

//Standard Boilerplate
Revised: December 16, 2014

ATTACHMENT A
STATEMENT OF WORK

STATEMENT OF WORK

REFURBISHMENT OF PACE AIR HANDLERS

The objective of this Statement of Work is to specify requirements for the refurbishment of Pace air handlers at SCAQMD Headquarters.

The CONTRACTOR shall examine SCAQMD's specifications attached hereto. CONTRACTOR shall propose and agrees to furnish all necessary labor, specified materials, tools, equipment, transportation, recycling, and any other incidentals necessary in strict conformity to SCAQMD's specifications for the project.

1.00 GENERAL REQUIREMENTS

1.01 Statement of Work

CONTRACTOR shall provide all labor, materials, tools, equipment, transportation, and any other incidentals required for the project completion.

1.02 Contract Bonds

Before execution of the Contract, the Contractor shall file surety bonds in the amounts and for the purpose specified in the Request for Proposal (RFP). Bonds shall be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitations shown in said circular is sufficient to provides bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by SCAQMD. Bonds from all other sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure, Section 995.660a).

Each bond incorporated, by reference, the Contract and be signed by both the Bidder and Surety. The signature of the authorized agent of the Surety shall be notarized. The Contractor shall provide 2 good and sufficient surety bonds

Payment Bond

The Payment Bond (material and labor bond) shall be not for less than 100 percent of the Contract price, to satisfy claims of material suppliers and mechanics and laborers employed on the Project. The Bond shall be maintained by the Contractor in full force and effect until the performance of the Contract is accepted by SCAQMD and until all claims for materials and labor are paid, and otherwise comply with the Civil Code. Contractor shall provide to SCAQMD Conditional Lien Releases with each payment requisition and Unconditional Lien Releases for the final Project Close Out payment for all material suppliers, mechanics and laborers employed on the Project.

Performance Bond

The Performance Bond shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in a manner satisfactory to

SCAQMD, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods as set forth in the Contract Documents

The Contractor shall pay all bond premiums, costs and incidentals.

Should any bond become insufficient, the Contractor shall renew the bond within 10 Days after receiving notice from SCAQMD.

Should any surety at any time be unsatisfactory to SCAQMD, notice to the effect will be given to the Contractor. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by SCAQMD.

Changes in the Project or extension of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from the obligation. Notice of such changes or extensions shall be waived by the Surety.

1.03 Permits

Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. SCAQMD may assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Project which are applicable at the time of opening of bids

1.04 Identification

SCAQMD requires the CONTRACTOR and all sub-contractor personnel working on SCAQMD's premises to wear uniforms with company logo or some type of company identification. SCAQMD also requires all personnel to sign in upon arrival and sign out upon departure in the Contractor Log Book located at the Main Security Desk.

1.05 Contractors Representative

CONTRACTOR shall designate a person to act as its representative during the performance of the project. CONTRACTORS' representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this project. The CONTRACTOR's representative shall supervise and direct the project, using his best skill, attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this project.

1.06 Work Hours

CONTRACTOR shall work within the following specified times to minimize business disruptions and SCAQMD operations. The work shall commence Friday 6:00 pm and be completed by the following Monday at 4:00 pm. The affected air handling unit shall be in full operation at that time.

1.07 Project Inspections

Periodically CONTRACTORS representative will be requested to walk the project with SCAQMD's representative for the purpose of determining compliance with the specifications listed in this Request for Proposal. SCAQMD will provide CONTRACTORS representative a list of items not in compliance with these specifications. Items on the list must be corrected by CONTRACTOR prior to the next scheduled inspection.

1.08 Licensing –

CONTRACTOR shall have and maintain for the duration of the project, a valid California “B”, general and/or “C-20” HVAC contractor's license necessary to perform work under this RFP in compliance with all governmental regulations.

1.09 Contractor Experience –

CONTRACTOR shall have at least five (5) years experience retrofitting air handlers of similar capacity. All work shall be done by qualified and experienced installers working under the CONTRACTORS supervision. CONTRACTOR shall have on staff or employ a California licensed Professional Engineer (PE) to perform the required energy pay back analysis.

1.10 Contractor Supplied Materials

CONTRACTOR shall furnish to SCAQMD submittals for all materials to be used on the project for SCAQMD approval prior to starting the project.

1.11 Project Damages

CONTRACTOR will be required at their expense to repair or replace any damage to include but not limited to wall surfaces, flooring, or elevator interiors damaged during the performance of the work or any remedial damage identified by SCAQMD.

1.12 Product Handling

Materials provided by the CONTRACTOR shall be delivered to the project site unopened in the manufacturer's sealed containers and shall be clearly marked.

1.13 Equipment Maintenance

CONTRACTOR shall be responsible for the care and maintenance of all the new equipment installed during this project for a period not to exceed one year from the date of acceptance of the completed project by SCAQMD.

1.14 Equipment Recycling

CONTRACTOR shall furnish proof that it is using a certified reclamation and processing facility to recycle old equipment and other materials removed from the SCAQMD facility.

2.00 VOC-RESTRICTED PRODUCTS

2.01 SECTION INCLUDES

- A. VOC restrictions for product categories listed below under "DEFINITIONS."
- B. All products of each category that are installed on the project must comply with VOC restrictions. SCAQMD does not allow for partial compliance.

2.02 RELATED REQUIREMENTS

- A. Product Substitutions: Any product substitutions shall be approved by SCAQMD prior to use.

2.03 DEFINITIONS

- A. VOC-Restricted Products: All products in each of the following categories when installed or applied on-site shall comply with all applicable SCAQMD rules:
 - 1. Adhesives, sealants, and sealer coatings.
 - 2. Paints and architectural coatings.
 - 3. Insulation.
- B. Adhesives: All gun-able, trowel-able, liquid-applied, and aerosol adhesives, specified or not; including, and pipe jointing adhesives shall comply with all applicable SCAQMD rules.
- C. Sealants: All gun-able, trowel-able, and liquid-applied joint sealants and sealant primers, specified or not; including fire-stopping sealants and duct joint sealers shall comply with all applicable SCAQMD rules.

2.04 REFERENCE STANDARDS

- A. CAL (VOC) - Standard Practice for the Testing of Volatile Organic Emissions From Various Sources Using Small-Scale Environmental Chambers (including Addendum 2004-01); State of California Department of Health Services; 2004
- B. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2011.
- C. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition; www.aqmd.gov.
- D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

2.05 SUBMITTALS

- A. Evidence of Compliance: Submit for each different product in each applicable category, evidence of compliance to the Building Maintenance manager or his disagree for approval prior to use.
- B. Product Data: For each VOC-restricted product used on the project, submit product data showing compliance, and MSDS Sheets for each product.

2.06 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

3.00 PRODUCTS

3.01 MATERIALS

- A. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168.
 - 1. Evidence of Compliance: Acceptable type of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.

- B. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
 - 1. Evidence of Compliance: Acceptable type of evidence are:
 - a. Current Green Seal Certification.

- C. Paints and Coatings:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of state in which the project is located.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
 - 3. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition; www.aqmd.gov.
 - c. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov..

4.00 Extra Work

In the event CONTRACTOR is requested and agrees to perform extra work not otherwise specified, the following procedure will govern.

4.01 New or Unforeseen Work

Work not identified in the Statement of Work will be classified as Extra Work. In the event the CONTRACTOR is requested and agrees to perform Extra Work, the following procedure will govern. CONTRACTOR shall submit an itemized written estimate for all labor and materials proposed for the Extra Work. Extra Work shall not commence prior to receiving written authorization by SCAQMD's Building Maintenance Manager or his designee. Extra Work will be executed on a lump sum price, unless a basis for time-and-material is agreed upon. Extra Work may include, but is not limited to unforeseen damages, repairs or replacements due to vandalism or acts of God.

CONTRACTOR will not be granted the exclusive right to said Extra Work.

SPECIFICATIONS

1. FANWALL

1.1. Fans

- a. Fans shall be aluminum airfoil, Class III, direct drive arrangement and shall be individually housed. Fans shall be certified by AMCA for performance. Fan shall be housed in a "cell".
- b. Fan housing or "cell" shall be constructed of aluminum or stainless steel with perforated inner liner, melamine insulation, with either solid or perforated outer panels as required by applications.
- c. Fan/motor shall be mounted within the housing on an adjustable slide rail base. Fan/motor assembly must be capable of either horizontal or vertical application.
- d. Each fan/motor assembly shall be dynamically balanced to meet AMCA standard 204-96, for fan application class BV-5, to meet or exceed a rotational imbalance Grade .55, producing a maximum rotational imbalance of .022" per second peak, filter in (.55mm per second peak, filter in). "Filter in" measurement indicates that the specified balance grade must be achieved at the submitted design operating speed for the fan(s). Fan and motor assemblies submitted for approval incorporating larger than 215T frame shall be balanced in three orthogonal planes to demonstrate compliance with the G.55 requirement with a maximum rotational imbalance of .022" per second peak filter in (.55 mm per second peak, filter in).
- e. Fan and motor assemblies shall be designed for application in multiple fan arrays.

1.2. Fan Back Draft Dampers

- a. Each fan applied in multiple fan applications shall be provided with an integral back flow prevention device that prohibits recirculation of air in the event a fan, or multiple fans, becomes disabled. The system effect for the submitted back flow prevention device shall be included in the calculation to determine the fan TSP for fan selection purposes, and shall be indicated as a separate line item SP loss in the submitted fan selection data. Manufacturers other than the basis of design being submitted must provide independent lab certification of fan testing that indicates the system effects attributed to the submitted back flow prevention device in the submitted close coupled mounting arrangement at the inlet of the fan. Fans submitted with discharge dampers will not be approved.
- b. Back Draft Damper performance data that is based on an AMCA ducted inlet and ducted discharge mounting configuration will not be accepted. Submitted Back flow prevention device data must be reflective of close coupled mounting at the intake of the fan(s) per the project design documents. Motorized dampers or other motorized devices submitted for back flow prevention are not acceptable.
- c. Zero pressure drop back draft damper

1.3. Fan Airflow Monitoring

- a. Fans shall have non invasive, zero pressure drop flow a/o pressure sensing taps installed in the fan inlet cone for airflow monitoring capability as specified.

1.4. Motors

- a. All motors shall be standard AC motors, foot mounted type, TEFC or TEAO motors selected at the specified operating voltage, RPM, and efficiency as specified or as scheduled elsewhere.
- b. Motors shall meet the requirements of NEMA MG-1 Part 30 and 31, section 4.4.2.
- c. Motors shall be manufactured by Baldor, or Toshiba. Motor requirements for each fan wall are listed below. Fan Array's with motor sizes and/or quantities different than what is shown below shall not be acceptable.
 - a. AH-1: 3 W x 2 H Array with (6) 6 hp Motors
 - b. AH-2: 4 W x 3 H Array with (12) 6 hp Motors
 - c. AH-10: 3 W x 2 H Array with (6) 3 hp Motors
 - d. AH-14-SF: 3 W x 2 H Array with (6) 6 hp Motors
 - e. AH-14-RF: 2 W x 2 H Array with (4) 3 hp Motors
- d. All motors shall include permanently sealed bearings and shaft grounding means to protect the motor bearings from electrical discharge machining due to stray shaft current. Motors, provided with hybrid ceramic bearings, when specified, do not require shaft grounding devices.

1.5. Multiple Fan Array

- a. The fan array shall consist of multiple housed fans or "cells", spaced in the air way tunnel cross section to provide a uniform air flow and velocity profile across the entire air tunnel cross section and components therein for all points in operating range.
- b. Each fan and motor assembly shall be removable through a 24" wide, free area, access door located on the discharge side of the fan wall array without removing the fan wheel from the motor.
- c. All fans in multiple fan arrays shall be AMCA certified for performance per AMCA arrangement "A" testing configuration. The submitted fan performance shall be inclusive of system effects attributed to the fan mounting arrangement, fan enclosures, back draft dampers, and other fan appurtenances not considered when AMCA certified performance per AMCA arr. "A" is determined. Submitted AHU/fan performance that does not indicate allowances for system effects for the back flow prevention device(s), wheel enclosures, safety screens, bearing pedestals, belt guards, or the fan and motor enclosure in which each fan is mounted, will be returned to the contractor disapproved and will need to be resubmitted with all of the requested information included for approval. Added system effects for acoustic attenuators, or other devices required to meet specified fan

performance and sound power levels must be indicated in the submitted fan selection data.

- d. Fan system power requirements or sound power levels that fail to meet specified performance levels will not be acceptable. Any proposed corrections for power or sound deviations from the specified values must be submitted to the engineer for approval prior to implementation of any proposed corrective procedure.
- e. FANWALL shall be capable of individually isolating, disconnecting and servicing individual or multiple fans, VFDs, or motors without affecting the performance of the remaining fans or require the need to shut down the entire fan array.
- f. Manufacturers that do not manufacture their own fans for the specific purpose of use in multiple fan arrays are not acceptable.

2. Electrical:

2.1. Overview:

- a. Provide a complete electrical and control system required to run the FANWALL system including all equipment, material, electrical enclosures, electrical components and electrical labor.
- b. Controls contractor shall provide all low voltage wiring and conduit required for a complete and operable system.
- c. FANWALL designs shall be in accordance with specific requirements. Please see system requirements before electrical design of FANWALL system is to commence.
- d. FANWALL Electrical designs shall be in accordance with the NEC, UL 508A and local codes.

2.2. Motor Circuit Protection:

- a. All motors in the FANWALL array shall be provided with individual Motor Protection for thermal overload protection. All motor circuit protectors shall be located in main enclosure.
- b. In required by design, all motor circuit protectors shall be mounted and located in a remote motor circuit protector panel as needed that is separate from the main enclosure. Motor circuit protector enclosure must be located and mounted at a minimal distance from the motors in the FANWALL array.

2.3. Variable Frequency Drive Control and VAV optimization:

- a. As required by system design, provide individual multiple Micro Variable Frequency Drives for each fan to start and run all motors in the FANWALL array. The Variable Frequency Drives shall be sized accordingly to start and hold each motor in the FANWALL.
- b. Each Variable Frequency Drive shall be provided with an electrical disconnect to isolate each VFD/Fan/Motor assembly.
- c. FANWALL systems with a single VFD controlling all fans are not acceptable.
- d. FANWALL systems with a redundant VFD package are not acceptable.

2.4. Programmable Logic controller (PLC):

- a. As required by system design, provide a Programmable Logic Controller (PLC) to control all functions of the FANWALL array system. The Programmable Logic Controller system will be designed and programmed to control Auto and Manual Functions, provide CFM totalizing, CFM control, By-pass operation, and control redundant drive operation and all functions required by the FANWALL system. Provide Operator Interface Unit for communication with PLC. PLC shall communicate BMS via BACnet IP.
- b. The Programmable Logic Controller and all other PLC related equipment shall be mounted in a dedicated NEMA 3R enclosure for connection to single point power. The enclosure shall be provided with a main disconnecting means. Provide appropriate cooling of the enclosure. Controller will be provided with a 5.7 inch color touch screen display.
- c. PLC shall provide FANWALL optimization which shall optimize the control of each individual fan independently as to minimize energy consumption at any given condition. Optimization shall have the capability to selectively shut off fans and increase the fan speed of the remaining fans to maintain fan operation at peak efficiency at part load conditions. Optimization controls package shall have the capability to show energy savings over a FANWALL system using only a single VFD.
- d. PLC shall provide FANWALL redundancy controls. FANWALL redundancy controls shall include the ability to increase the fan speed of the remaining fans in the event of a single fan failure to maintain consistent airflow.

2.5. Input Line Filters:

- a. As required by electrical design, when using variable frequency drives provide input Line Reactors with three percent impedance externally if not already internal to the variable frequency drive.

2.6. Output Line Filters:

- a. As required by electrical design, when using variable frequency drives where distance and filtering is an issue, provide output line reactors as required. Size output filter accordingly to manufacturers' recommendations.
- b.

2.7. Shaft Grounding – Isolated Bearings:

- a. As required by system design, when using variable frequency drives provide either a shaft grounding system or Isolated bearings for each AC motor to prevent electrical damage to motor bearings and extend motor life by safely channeling harmful shaft currents to ground.

2.8. Acoustical Performance

- a. Coplanar silencer(s) shall be provided for each individual fan. Losses from sound attenuating devices must be included in the fan performance selection.
- b. Listed or alternate manufacturers, other than basis of design, providing fan arrays that incorporate fans which are not manufactured by the basis of design manufacturer, must provide modeled acoustical performance of the entire fan array.

- c. Sound and performance data for approval showing only single fan performance for multiple fan array supplication will not be acceptable.

2.9. Serviceability

- a. Coplanar silencer(s) shall be provided for each individual fan. Losses from sound attenuating devices must be included in the fan performance selection.

2.10. Acceptable Manufacturers

- a. Huntair (Base of Design)
- b. Temtroll
- c. Governair

1. Pre-Bid Analysis of FANWALL System

- 1.1. A site analysis shall be performed prior to bid to assess the logistics of removing the existing fans and installation of FANWALL. Assessment shall include a report on the general summary of the work to be performed and shall address ingress and egress to the AHUs for the retrofit work.
- 1.2. A submittal of the proposed FANWALL shall be provided at the time of bid.
- 1.3. A preliminary energy calculation shall be provided at the time of bid. Energy calculation shall include a estimated energy consumption of the current fan system and a calculation of projected energy savings for the FANWALL system. All calculations shall be fully disclosed and explained in full detail.
- 1.4. Pre/Post bid Investment Grade Audit and Report of Existing System
Bid Package will include a detailed preliminary energy analysis report demonstrating estimated savings with ample evidence to support any assumptions made.
Full test and air balance report (TAB) prior and post retrofit work
Assistance with energy analysis for any utilities rebate incentives

2. Post-Bid Support of FANWALL System

- 2.1. Factory authorized support shall be local to jobsite and available at any time during the FANWALL retrofit process for technical information and support.
- 2.2. Factory authorized support shall provide controls integration assistance to integrate the FANWALL system to the existing building management system.

2. COILS

- 2.1. Chilled and Hot Water shall be of the copper plate ripple fin 0.008" copper, extended surface rated in accordance with ARI 410 for water, steam or ethylene/propylene glycol water mixture. The tubes shall have a 0.020" wall thickness of seamless copper expanded into the fin collars to provide a permanent mechanical bond. No metallic or thermal bonding materials are acceptable. Return Bends shall be a minimum of one tube thickness greater than the main tubes brazed replaceable copper. "U" type shaped tubes is not

acceptable. Coil headers shall be non-ferrous seamless Copper (cast iron headers are not acceptable), and provided with Schedule 40 Red Brass male pipe connections. Pipe connections shall be same end connections. Each Coils supply & return connections shall be raised / lowered a minimum 6" from the bottom / top of the coil to allow room for piping connection hookup especially between stacked coils, coils near floors & coils near roofs. Each coil shall be provided with capped 1/2" brass vent & drain connections extended to the exterior of the cabinet. All coils shall be fully drainable with no trapped tubes. Coils shall be counter flow design with connections either left or right hand as specified. The use of internal restrictive devices such as turbo-later springs or ribbons to obtain turbulent construction is not acceptable.

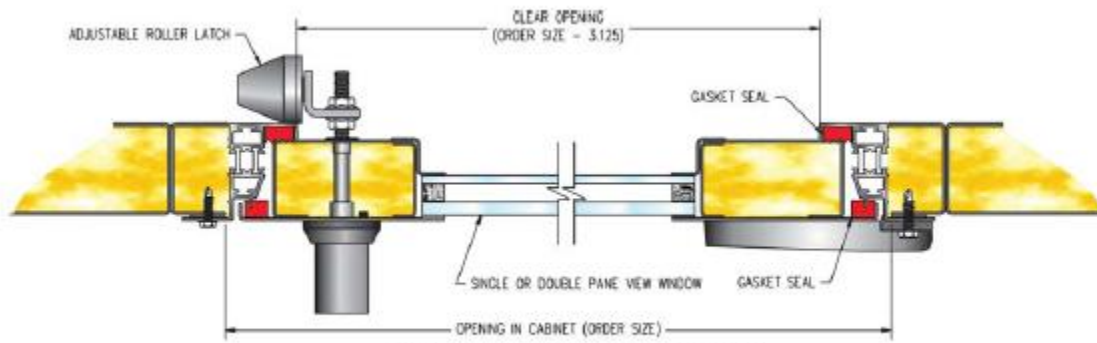
- 2.2. Coil casings shall be minimum 304 16 ga stainless steel, with formed 3/4" flanges (or 1-1/2", 2" or custom) on all sides of the coil with the tube sheets having pressed or extruded tube holes. The coil casing shall be reinforced so that the maximum unsupported length is 60". The reinforcements shall be of the same material as the casing. Both ends of the coil to be sealed off from the main air stream by full height blank off's on both the entering air and leaving air sides. Blank off's to be the same material as the coil casing. Headers and return bends to be further insulated with a closed cell neoprene gasket the full height & width of the coil casing to reduce condensation.
- 2.3. All coils are tested and rated in accordance with the Air Conditioning and Refrigeration Institute (ARI) Standard 410 and certified in accordance with the ARI certification program. All tubes shall be tested at a minimum 450 PSIG and all assemblies tested under water at 450 PSIG for a minimum of 5 minutes and rated for 450 PSIG working pressures. Individual tube and core tests before installation of header are not considered satisfactory. Hydrostatic tests alone will not be acceptable.
- 2.4. Coil Supply & Return piping connections extending through the cabinet wall shall be sealed by (caulking) (Rubber Grommets with caulking) (double escutcheon plate) on the exterior of the casing. The escutcheon plate shall have a rolled collar around the pipe opening to protect the pipe and be equipped with an "O" ring rubber gasket between the collar and the pipe to prevent chaffing and provide an air tight seal around the opening. All new piping and connections shall be reinsulated per title 24.
- 2.5. A site survey and measurement shall be performed and full submittals of exact sizing and fitment shall be provided prior to installation

3. ACCESS DOORS

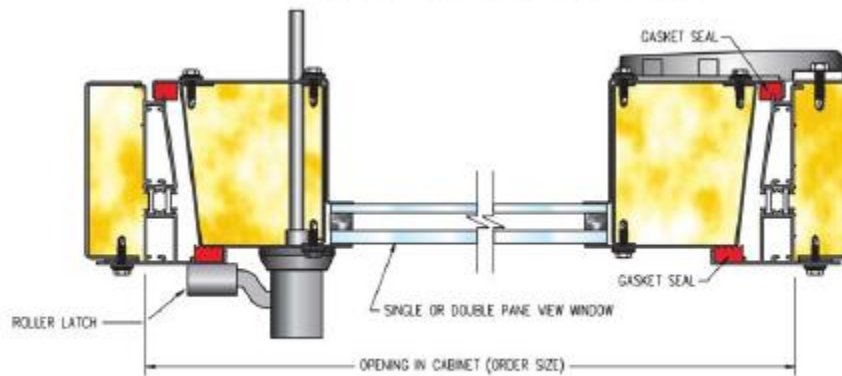
- 3.1. Access doors shall be (2") double wall, thermal break construction with powder coated G-90 galvanized exterior panels and G-90 galvanized interior panel. Door jam & frame shall be constructed of extruded aluminum with continuously welded corners for rigidity. Door panels shall be insulated with 2" expandable urethane foam insulation completely encapsulated and sealed between the door panels and frame. Provide doors located and sized to allow for routine

maintenance including motor replacement, electrical components and any other sections or components requiring access or maintenance.

- 3.2. Doors shall be provided with a minimum (2) dual acting heavy duty key locking non-locking composite latches through 48" high, (3) latches through 72" high. Latches shall be operable from both the interior and exterior of the unit. Door hinge shall be Stainless Steel heavy duty self aligning 3-way adjustable and removable.
- 3.3. Doors to be provided with a dual high performance closed cell replaceable EPDM Sponge Rubber Seal around the entire perimeter of the door / frame.
- 3.4. Doors shall open against static pressure unless obstructed by internal components. If obstructed by internal components on the positive sections requiring access, the doors shall open with pressure and shall be provided with a safety restraining mechanism. Doors used to access rotating equipment shall be provided with an OSHA approved safety latching mechanism requiring a tool to open and shall also have a highly visible, permanently fixed, caution sign on the exterior of the door. Doors with access to moving parts must also have locking hardware and meet current UL mechanical protection guidelines.
- 3.5. Doors shall be provided with double pane wire reinforced glass viewing windows as called out for on the unit drawings in the specifications. Minimum window size to be 9" x 9" with 12" x 12" provided door size permitting.
- 3.6. Door and frame must be provided by the same manufacturer and matched to insure proper fitment.
- 3.7. A site survey and measurement shall be performed and full submittals of exact sizing and fitment shall be provided prior to installation.
- 3.8. Coordination with door vendor and installing contractor at the jobsite shall be performed prior to installation to minimize unit downtime.
- 3.9. **Acceptable Manufacturers**
 - a. Huntair (Base of Design)
 - b. Temtrol
 - c. Governair



OUT SWING DOOR SAMPLE



IN SWING DOOR SAMPLE

DAMPERS

3.10. Control Dampers:

- a. Damper blades shall be 16 ga galvanized steel 3V type with three longitudinal grooves for reinforcement. Blades shall be completely symmetrical relative to their axle pivot point, presenting identical resistance to airflow and operation in either direction through the damper (blades that are non-symmetrical relative to their axle pivot point or utilize blade stops larger than 0.500 in. are unacceptable). Blade seals shall be TPE. Linkage shall be blade-to-blade concealed in jamb (out of the airstream) to protect linkage and reduce pressure drop and noise.
- b. Damper frame shall be 16 ga galvanized steel formed into a structural hat channel shape with reinforced corners to meet 11 ga criteria. Bearings shall be corrosion resistant, permanently lubricated, synthetic (acetal) sleeve type rotating in extruded holes in the damper frame for maximum service. Axles shall be square and positively locked into the damper blade. Jamb seals shall be flexible stainless steel compression type to prevent leakage between blade end and damper frame.
- c. The Damper Manufacturer's submittal data shall certify all air leakage and air performance pressure drop data is licensed in accordance with the AMCA Certified Ratings Program for Test Figures 5.2, 5.3 and 5.5. Damper air performance data shall be developed in accordance with the latest edition of AMCA Standard 500-D.

3.11. Acceptable Manufacturers

- a. Greenheck Model VCD-23
- b. Ruskin
- c. Tamco

4. Controls Section

Currently, the AH-1, 2, 10, and 14 are programmed for a constant volume application and will remain constant volume through the end of this project. At a later date, the space and Air Handling Unit will be converted to VAV. All existing controls including but not limited to valves, actuators, and sensors will be upgraded to DDC and tied into the BMS through the existing BMS controller. The new Air Handling Unit FANWALL section will be provided with a BACnet controller (for the FANWALL section only) from the manufacturer's factory which will be integrated into the BMS by Siemens. Siemens shall update graphics to reflect new FANWALL system as well as assist with all milestones including start up and commissioning. The controls contractor shall provide all wiring and conduit as required for a complete and operable system.

PAINT SPECIFICATIONS FOR AIR HANDLER 10

PARTS 1 – GENERAL

1.01 SUMMARY:

- A. Section Includes: Painting and finishing of all interior and exterior items and surfaces, unless otherwise indicated or listed under exclusions below:
 - 1. Paint all exposed surfaces, except as otherwise indicated, whether or not colors are designated. Include field painting of exposed exterior and interior plumbing, mechanical and electrical work.

- B. Work Included:
 - 1. The intent and requirements of this Section is that all work, items and surfaces which are normally painted and finished on an air handler of this type, shall be so included in this contract, whether or not said work, item or surface is specifically called out and included in the schedules and notes on the drawings, or is, or is not, specifically mentioned in these specifications.

- C. The following general categories of work and items that are included under other sections shall not be a part of this section:
 - 1. Shop prime painting of structural and miscellaneous iron or steel.
 - 2. Shop prime painting of hollow metal work.
 - 3. Shop finished items.

- D. The air handler finish schedules indicated in the specifications indicates the location of the surfaces to be painted or finished. The scheduled indications are general and do not necessarily define the detail requirements. Include all detailed refinements and further instructions as may be given for the required complete finishing of all surfaces.

- E. Related Sections:

Section 05 70 00 – Ornamental Metal
Section 07 17 50 - Water Repellent Coatings
Section 09 96 00 – High Performance Coatings

1.02 SUBMITTALS:

- A. Product Data: Submit complete manufacturer's descriptive literature and specifications.
 - 1. Materials List: Submit complete lists of materials proposed for use, giving the manufacturer's name, catalog number, and catalog cut for each item when applicable. When required, provide a list of paint and coating materials

proposed for use, which equates such materials with the design-basis products specified.

- B. Samples: Submit, on 8-1/2 inch by 11 inch hardboard, samples of each color, gloss, texture and material selected by the SCAQMD from standard colors available for the coatings required.
- C. Manufacturer's Instructions: Submit the manufacturer's current recommended methods of installation, including relevant limitations, safety and environmental cautions, application rates, and composition analysis.

1.03 QUALITY ASSURANCE:

- A. Regulatory Requirements: Comply with applicable codes and regulations of governmental agencies having jurisdiction including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this Specification, comply with the more stringent provisions.

Regulatory changes may affect the formulation, availability, or use of specified coatings. Confirm availability of coatings to be used prior start of the air handler painting project.

- a. Comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA).
 - b. Comply with South Coast Air Quality Management District (SCAQMD) Rule 1113. A copy of this regulation can be obtained from <http://www.aqmd.gov/rules/reg/reg11/r1113.pdf>.
- B. Field Sample: When and as directed by the SCAQMD, apply one complete coating system for each color, gloss and texture required. When approved, the sample panel areas will be deemed incorporated into the Work and will serve as the standards by which the subsequent Work of this Section will be judged.

1.04 DELIVERY, STORAGE, AND HANDLING:

- A. Storage and Protection: Use all means necessary to protect the materials of this Section before, during, and after installation.
- B. Deliver materials to job site in new, original, and unopened containers bearing manufacturer's name and trade name. Store where directed in accordance with manufacturer's instructions.

1.05 PROJECT CONDITIONS:

- A. Do not apply exterior materials during fog, rain or mist, or when inclement weather is expected within the dry time specified by the manufacturer. No exterior or interior painting shall be done until the surfaces are thoroughly dry and cured. Do not apply paint when temperature is below 50° F. Avoid painting surfaces when exposed to direct sunlight.

PART 2 – PRODUCTS

2.01 MANUFACTURERS:

- A. Manufacturer's catalog names and number of paint types in this Section herein are based on products manufactured or distributed by the Dunn-Edwards Corporation www.dunnedwards.com and are the basis of design against which the SCAQMD will judge equivalency. The quantity of titanium dioxide, the use of clays, aluminum silicate, talc and the purity of acrylic materials are a few of the criteria which will be used by the SCAQMD in determining equivalency of materials.
- B. Substitutions: Requests for substitutions will be considered. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.
- C. Acceptable manufacturers to include but not limited to:
 - 1. Carboline www.carboline.com
 - 2. Deft www.deftfinishes.com
 - 3. Dumond Chemicals www.dumondchemicals.com
 - 4. Okon www.okoninc.com
 - 5. Rustoleum www.rustoleumibg.com
 - 6. Valspar www.valsparwood.com

2.02 MATERIALS:

- A. Paints: Provide ready-mixed, except field catalyzed coatings. Pigments shall be fully ground maintaining soft paste consistency, capable of being readily and uniformly dispersed to complete homogeneous mixture. Paints shall have good flowing and brushing properties and be capable of drying or curing free of streaks and sags.
- B. Accessory Materials: Linseed oil, shellac, solvents, and other materials not specified but required to achieve required finishes shall be of high quality and approved by manufacturer.
- C. Colors shall be selected from color chip samples provided by manufacturer of paint system approved for use.
Match approved samples for color, texture and coverage.

D. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).

E. Restricted Components: Paints and coatings shall not contain any of the following.

1. Acrolein.
2. Acrylonitrile.
3. Antimony.
4. Benzene.
5. Butyl benzyl phthalate.
6. Cadmium.
7. Di (2-ethylhexyl) phthalate.
8. Di-n-butyl phthalate.
9. Di-n-octyl phthalate.
10. 1,2-dichlorobenzene.
11. Diethyl phthalate.
12. Dimethyl phthalate.
13. Ethylbenzene.
14. Ethylene Glycol.
15. Formaldehyde.
16. Hexavalent chromium.
17. Isophorone.
18. Lead.
19. Mercury.
20. Methyl ethyl ketone.
21. Methyl isobutyl ketone.
22. Methylene chloride.
23. Naphthalene.
24. Toluene (methylbenzene).
25. 1,1,1-trichloroethane.
26. Vinyl chloride.

2.04 MIXES:

- A. Mix, prepare, and store painting and finishing materials in accordance with manufacturer's directions.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Examine surfaces to be painted before beginning painting work. Work of other trades that has been left or installed in a condition not suitable to receive paint or other specified finish shall be repaired or corrected by the applicable trade

before painting. Painting of defective or unsuitable surface implies acceptance of the surfaces.

3.02 PROTECTION:

- A. Protect previously installed work and materials, which may be affected by work of this Section:
 - 1. Protect prefinished surfaces and adjacent surfaces against paint and damage.
 - 2. Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or splatter from fouling surfaces not being painted.
 - 3. Protect surfaces, equipment, and fixtures from damage resulting from use of fixed, movable and hanging scaffolding, planking, and staging.
- B. Provide wet paint signs, barricades, and other devices required to protect newly finished surfaces. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.03 PREPARATION:

- A. Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instructions for each substrate condition.
- B. Sand and scrape metal to remove loose primer and rust.
- C. Non-Ferrous Metal: Chemically or solvent clean and then treat with an etching-type solution if recommended by the finish manufacturer. Cleaned and retreated Non-Ferrous Metal shall be primed the same day that cleaning has been performed.
- D. Remove hardware and accessories, machined surfaces, plates, lighting fixtures and similar items in place and not-to-be-finish painted, or provide surface-applied protection. Reinstall removed items upon completion of work in each area.
- E. Existing surfaces to be recoated shall be thoroughly cleaned and de-glossed by sanding or other means prior to painting. Patched and bare areas shall be spot primed with same primer as specified for new work.
- F. Thoroughly back paint all surfaces with the priming coat. Use a clear sealer for back priming where transparent finish is required.
- G. Bare and covered pipes, ducts, hangers, exposed steel and ironwork, and primed metal surfaces of equipment installed under mechanical and electrical work shall be cleaned prior to priming.

- H. Preparation of other surfaces shall be performed following specific recommendations of the coatings manufacturer.
- I. Bond breakers and curing agents shall be removed and the surface cleaned before primers, sealers or finish paints can be applied.

3.04 APPLICATION:

- A. Apply painting and finishing materials in accordance with the manufacturer's recommendations.
 - 1. The number of coats specified is the minimum that shall be applied. Apply additional coats when undercoats or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.
- B. Apply each material at not less than the manufacturer's recommended spreading rate:
- C. Apply prime coat to surface which is required to be painted or finished.
- D. Sand lightly and dust clean between succeeding coats.

3.05 CLEANING, TOUCH-UP AND REFINISHING:

- A. Carefully remove all spattering, spots and blemishes caused by work under this section from surfaces throughout the project.
- B. Upon completion of painting work remove all rubbish, paint cans, and accumulated materials resulting from work in each space or room. All areas shall be left in a clean, orderly condition.
- C. Runs, sags, misses, holidays, stains and other defects in the painted surfaces, including inadequate coverage and mil thickness shall be satisfactorily touched up, or refinished, or repainted as necessary to the approval of SCAQMD.

3.06 FINISH SCHEDULE

- A. Apply the following finishes to the surfaces specified. Apply all materials in accordance with manufacturer's instructions on properly prepared surfaces and foundation coats. All intermediate undercoats must be tinted to approximate the final color.
 - 1. SCAQMD will issue a color schedule prior to start of painting to designate the various colors and locations required for the work.
- B. Exterior and Interior of Air Handler 10:

Non-Ferrous Metal:

a. Flat -

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	GALV-ALUM Premium, Non Ferrous Metal Primer (GAPR00)
Second Coat	EVERSHIELD, Exterior Flat Paint (EVSH10)
Third Coat	EVERSHIELD, Exterior Flat Paint (EVSH10)

b. Velvet Sheen -

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	GALV-ALUM Premium, Non Ferrous Metal Primer (GAPR00)
Second Coat	EVERSHIELD, Exterior Velvet Paint (EVSH20)
Third Coat	EVERSHIELD, Exterior Velvet Paint (EVSH20)

c. Eggshell -

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	GALV-ALUM Premium, Non Ferrous Metal Primer (GAPR00)
Second Coat	EVERSHIELD, Exterior Eggshell Paint (EVSH30)
Third Coat	EVERSHIELD, Exterior Eggshell Paint (EVSH30)

d. Low Sheen -

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	GALV-ALUM Premium, Non Ferrous Metal Primer (GAPR00)
Second Coat	EVERSHIELD, Exterior Low Sheen Paint (EVSH40)
Third Coat	EVERSHIELD, Exterior Low Sheen Paint (EVSH40)

e. Semi-Gloss -

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	GALV-ALUM Premium, Non Ferrous Metal Primer (GAPR00)
Second Coat	EVERSHIELD, Exterior Semi-Gloss Paint (EVSH50)
Third Coat	EVERSHIELD, Exterior Semi-Gloss Paint (EVSH50)

f. Semi-Gloss – High Performance

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	CARBOLINE, CORBOMASTIC EPOXY 15
Second Coat	CARBOLINE, CARBOTHANE, Acrylic Polyurethane 133 Series
Third Coat	CARBOLINE, CARBOTHANE, Acrylic Polyurethane 133 Series

g. Gloss -

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	GALV-ALUM Premium, Non Ferrous Metal Primer (GAPR00)
Second Coat	EVERSHIELD, Exterior Gloss Paint (EVSH60)
Third Coat	EVERSHIELD, Exterior Gloss Paint (EVSH60)

h. Gloss – High Performance

Pretreatment	SUPREME CHEMICAL, METAL CLEAN AND ETCH (ME 01)
First Coat	CARBOLINE, CARBOLINE, CORBOMASTIC EPOXY 15
Second Coat	CARBOLINE, CARBOTHANE, Acrylic Polyurethane 134 Series
Third Coat	CARBOLINE, CARBOTHANE, Acrylic Polyurethane 134 Series

NOTICE

Availability of products listed in this specification may be affected by local, state, or federal regulatory requirements for architectural coatings. Consult your paint manufacturer representative for information on current product availability. Submittals prepared by paint manufacturer in accordance with this specification may include product codes that are modified with a suffix to indicate the specific product formulation currently available to meet applicable requirements.

PROJECT CLOSEOUT PROCEDURES

SECTION INCLUDES:

1. Contract closeout, including final cleaning, preparation, and submittal of closeout documents, warranties, and final completion certification.
2. Closeout submittals and submittal forms in both hard copy and electronic format.

CLOSEOUT DOCUMENTS

- A. CONTRACTOR shall submit the following closeout submittals prior to making a written request for Final Completion.
 1. Evidence of compliance with requirements of governing authorities.
 2. As-built documents
 3. Final Operation and Maintenance Manuals
 4. Spare parts
 5. Warranties

EVIDENCE OF COMPLIANCE WITH REQUIREMENTS OF GOVERNING AUTHORTIES

- A. CONTRACTOR shall submit the following:
 1. Release from each Agency indication final acceptance

AS-BUILT DOCUMENTS

- A. Contractor shall maintain at the Site for SCAQMD, 1 as-built copy of the Drawings and Specifications, Operation Maintenance manuals, coordination drawings, and Shop Drawings that are clearly marked with a red felt-tip pen to indicate all changes and or revisions resulting from the following:
 1. Actual Project as constructed by CONTRACTOR.
 2. Addenda.
 3. Change Orders and other modifications.
 4. Field Revisions.
 5. Request for Information (RFI)
 6. All other changes
- B. Section includes:
 1. Maintenance of Documents and Samples
 2. Marking Devices
 3. Recording
 4. Submittal Delivery
 5. Close-out Submittal Delivery

MAINTANANCE OF DOCUMENTS AND SAMPLES

- A. Contractor shall store and maintain documents and samples at their office apart from documents used for construction

- B. CONTRACTOR shall file documents and samples in accordance with Construction Specifications Institute (CSI) format.
- C. CONTRACTOR shall maintain documents in clean, dry, legible condition and in good order. CONTRACTOR shall keep as-built documents separate from those used for construction.
- D. CONTRACTOR shall make documents and samples available at all times for reference by SCAQMD.
- E. CONTRACTOR shall keep documents current.
- F. CONTRACTOR shall record required information at the times the Material and Equipment is installed and before permanently concealing.
- G. During progress meetings, as-built documents may be reviewed to ascertain that changes have been recorded.
 - 1. Prior to submission of progress payment, CONTRACTOR shall update the Contract Drawings using a red felt tip pen and submit the Drawing updates showing all changes occurring prior to that date including all previous changes.
 - 2. The Drawing markups will be provided as a PDF document through the submittal process.
 - 3. Submittal shall consist of 2 CD's with every Drawing in pdf format.
 - 4. Updated Drawings, when provided by CONTRACTOR, will be substituted for the hand markups.
- H. If determined by SCAQMD that the as-built drawings are inadequate or incomplete, the next scheduled progress payment shall be withheld until as-built documents are acceptable to SCAQMD.

MARKING DEVICES

- A. CONTRACTOR shall use a red color for recording all information to all documents.

RECORDING

- A. CONTRACTOR shall label each document "AS-BUILT RECORD" in neat large red printed letters.
- B. CONTRACTOR shall record information concurrently with construction progress. CONTRACTOR shall not conceal any work until required information is recorded.
- C. Drawings shall be legibly marked to record actual construction, CONTRACTOR shall:
 - 1. Record actual schedules lists, drawings and wire diagrams.
 - 2. Record field changes of dimensions and detail.
 - 3. Record changes made by instruction to CONTRACTOR or by change order.

4. Record details not on original Contract Drawings.
- D. Specifications and Addenda shall be legibly marked to record.
 1. Manufacturer, trade name, catalog number, and supplier for each product and item of equipment actually installed.
 2. Changes made by instruction to CONTRACTOR or by Change Order.

AS-BUILT SUBMITTAL

- A. As condition precedent to payment progressing, CONTRACTOR shall deliver and as-built record to SCAQMD.
- B. CONTRACTOR shall accompany submittal with transmitting letter containing:
 1. Date
 2. Project title and number
 3. CONTRACTOR'S name and address
 4. Title and number of each record as-built
 5. Signature of CONTRACTOR or CONTRACTORS' authorized representative and a statement that certifies the as-built documents are accurate and reflect what was actually installed during the Project.

CLOSE-OUT SUBMITTAL DELIVERY

- A. At Contract close-out CONTRACTOR shall deliver complete as-built records to SCAQMD.
 1. This submittal shall include the record paper with (1) sepia or velum,(4) 30"x42" blue line copies, (1) compact disk (.pdf format), (1) compact disk (CAD Format)
- B. CONTRACTOR shall accompany submittal with transmittal letter containing:
 1. Date.
 2. Project title and number.
 3. CONTRACTOR'S name and address.
 4. Title and number of each record as-built.
 5. Signature of CONTRACTOR or CONTRACTOR's authorized representative and statement that certifies that the as-built documents are accurate and reflect what was actually installed during on Project.

FINAL OPERATION AND MAINTENANCE (O&M) MANUAL SUBMITTAL

- A. Preliminary O&M Manuals shall be submitted prior to notice to proceed from SCAQMD.
- B. Technical submittals shall be separate from CONTRACTOR submittal and shall be approved prior to submitting Preliminary O&M Manual.
- C. CONTRACTOR's submittal of O&M manuals shall be delivered directly to the Building Maintenance Manager.
- D. After approval of the submittals, the CONTRACTOR shall submit the required number of identical sets of O&M manuals as follows:
 1. Preliminary O&M Manuals: 3 copies.

2. Final O&M Manuals: 4 copies
- E. Each set shall consist of 1 or more volumes, each of which shall be bound in an 8 ½ inch by 11-inch, 3-ring, loose-leaf, vinyl plastic hard cover binder suitable for bookshelf storage.
1. Binder ring size shall not exceed 2.5 inches.
 2. A table of contents shall be provided which indicates all Equipment in the O&M Manuals.
 3. Number of final copies of each set shall be submitted to SCAQMD for review.
- F. When specified in the individual Equipment Specification section, each item of Equipment shall have a separate submittal and separate O&M manual for each Specification section and the first 2 pages of the O&M manual for each item of Equipment shall consist of a table of contents and a completed summary of pertinent data, entered on copies of the Equipment Maintenance Summary Sheet to be provided by the CONTRACTOR.
- G. CONTRACTOR shall include in the O&M manuals, for each item of mechanical, electrical, plumbing equipment and instrumentation the following:
1. Complete operating instructions, including location of controls, special tools or other Equipment required, related instrumentation, and other Equipment needed for operation. Include Equipment function, normal operating characteristics, and limiting conditions.
 2. Lubrication schedules, including the lubricant SAE grade and type, temperature range of the lubricants, and frequency of required lubrication.
 3. Preventive maintenance procedures and schedules.
 4. Assembly, installation, alignment, adjustment, and checking instructions.
 5. Parts list by generic title, and identification number, complete with exploded views of each assembly. Include predicted life of spare parts subject to wear.
 6. Disassembly and assembly instructions.
 7. Operating instructions for start-up, routine and normal operation, regulation and control, shut down and emergency conditions.
 8. Recommended troubleshooting and start-up procedures.
 9. Test data and performance data where applicable.
 10. Reproducible prints of the as-built drawings, including diagrams and schematics on all Equipment.
 11. A list of 3 manufactures' local representatives where the OWNER can purchase parts or obtain maintenance assistance and repairs. Include name of contact, telephone number, and address.
 12. Outline, cross section, and assembly drawings, engineering data, and wiring diagrams.
- H. O&M manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered or which may be required by CONTRACTOR.

1. Final manuals and other data shall be printed on heavy, highest quality paper, 8 ½ inch by 11-inch size, with standard 3-hole punching.
2. Drawings and diagrams shall be reduced to 8 ½ inch by 11-inchs or 11 inches by 17 inches.
 - a. Where reduction is not practicable, larger drawings shall be folded separately and placed in envelopes which are bound into manuals.
 - b. Each envelope shall bear suitable identification on the outside.
3. Preliminary O&M manuals shall be temporarily bound in heavy paper covers bearing suitable identification shall be submitted as specified sufficiently in advance of the planned date of shipment of the Equipment.
4. Final O&M manuals and all parts lists and information shall be assembled in 8 ½ inch by 11-inch, 3-ring, loose-leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches.
 - a. Material shall be assembled and bound in the same order as specified.
 - b. In addition to a master index for all volumes, each volume shall have a table of contents and suitable index tabs.
5. All material shall be marked with project identification, and inapplicable information shall be marked out or deleted.
6. All volumes shall be indexed in accordance with the index of the Specifications.

SPARE PARTS SUBMITTAL

- A. All spare parts shall be packaged separately in accordance with Specifications Sections with a separate and complete itemized list of spare parts for each spare part package.
- B. CONTRACTOR shall contact SCAQMD to meet and check the spare parts list against the spare parts received to ensure the parts meet the requirements of the specifications.
- C. If spare parts are missing, SCAQMD will make note on the transmittal form of what parts are missing. CONTRACTOR and SCAQMD staff member receiving the items will sign the Parts List/Invoice for spare parts received.
- D. CONTRACTOR shall use the signed parts list for preparation of the submittal which shall be transferred electronically to SCAQMD if all parts were received. CONTRACTOR shall deliver a hard copy to the Building Maintenance Manager.
- E. If spare parts are missing, the same process will be followed to turn over the remainder of the spare parts for that specification section or piece of equipment, a resubmitted of spare parts for that specification section or piece of equipment will be required for each occurrence until all of the spare parts are received.

- F. If any spare parts were delivered to the Building Maintenance Office, those parts shall be retrieved and turned over following the above procedure for turnover of spare parts.

OPERATION AND MAINTENANCE MAUNALS

- A. CONTRACTOR shall provide Operation and Maintenance manuals for each piece of equipment and/or system.

CONTRACTORS WARRANTY AMD GUARANTEE SUBMITTALS

- A. CONTRACTOR warrants and guarantees SCAQMD that all work on the Project shall be in accordance with the manufactures recommendations, RFP and Contract Documents and shall be free of defects. All extended new equipment warranties shall be an additional 5 years beyond the original equipment manufacturers warranty period.
- B. CONTRACTORS warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers or any other individual or entity for whom CONTRACTOR is responsible, or normal wear and tear under normal usage or operation.
- C. CONTRACTOR's obligation to perform and complete the Project in accordance with the RFP and Contract Documents shall be absolute. None of the following shall constitute an acceptance of the Project that is not in accordance with the RFP or Contract Documents or a release of the CONTRACTOR's obligation to perform the work for the project in accordance with the RFP and Contract Documents;
 - 1. Observation by SCAQMD or Design Consultant or their consultants.
 - 2. Recommendation by SCAQMD or payment by SCAQMD of any progress or final payment.
 - 3. The issuance of a certificate of Substantial Completion by SCAQMD or any payment related thereto by SCAQMD.
 - 4. Use or occupancy of the Project or any part thereof by SCAQMD.
 - 5. Any acceptance by SCAQMD or SCAQMD's Consultant and failure to do so;
 - 6. Any review and approval of Shop Drawings or Sample submittal by Consultant or the issuance of a notice of acceptability by SCAQMD.
 - 7. Any test, inspection, or approval by others or correction of defective work by SCAQMD.
- D. CONTRACTOR shall:
 - 1. Provide specified additional warranties from manufactures and suppliers and submit as specified below

- E. Assemble warranties and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- F. Number of original signed copies required shall be four (4)
- G. CONTRACTOR's initial submittal of warranties and service and maintenance contract shall be delivered to the Building Maintenance Manager.
- H. Table of Contents: Neatly typed, orderly in sequence. Provide complete information for each item.
 - 1. Product or work item
 - 2. Firm, with name of principal, address, and telephone number.
 - 3. Scope
 - 4. Date of beginning of warranty, service maintenance contract.
 - 5. Duration of warranty, or service maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty.
 - c. Contractor, name of responsible principal address and telephone number.
- I. Format:
 - 1. Size 8-1/2 by 11-inch
 - 2. Punch sheets for standard ring binder.
 - 3. Fold larger sheets to fit into binder.
 - 4. Cover:
 - a. Identify each packet with typed "WARRANTIES".
 - b. List the following:
 - 1) Title of project.
 - 2) Name of Contractor
- J. Binders: Commercial quality, 3-ring, shall be a 2.5-inch with durable and cleanable covers, white.

CERTIFICATE OF FINAL COMPLETION

- A. When operational testing has been successfully completed, CONTRACTOR's Professional Engineer will certify the new equipment is fully operational and complete. SCAQMD will submit a punch list of known items still to be completed or corrected prior to contract completion.
- B. The punch list of items to be completed or corrected will be amended as items are resolved by CONTRACTOR.

- C. When all items have been completed or corrected, CONTRACTOR shall submit written documentation that the entire Project is complete in accordance with the RFP and Contract Documents and request a final inspection.
- D. Upon completion of the entire Project, SCAQMD will advise CONTRACTOR of work not complete. If necessary, inspection procedures will be repeated.

FINAL CLEANING

- A. CONTRACTOR shall:
 - 1. Perform final cleaning prior to inspections for final acceptance.
 - 2. Employ skilled workers who are experienced in cleaning operations.
 - 3. Use cleaning materials that are recommended by manufacturers of surfaces to be cleaned and approved by SCAQMD prior to use.
 - 4. Avoid scratching, discoloring, and otherwise damaging surfaces being cleaned.
 - 5. Broom clean and power wash if necessary air handler rooms and all work areas.
 - 6. Remove dust, cobwebs, and traces of insects and dirt.
 - 7. Clean grease, mastic, adhesives, and other foreign materials from exposed surfaces, fixtures, and equipment.
 - 8. Remove nonpermanent protection and labels.
 - 9. Clean ducts, blowers, and coils when units were operated without filters during construction.

WASTE DISPOSAL

- A. CONTRACTOR shall:
 - 1. Arrange to recycle to the greatest extent possible the old equipment and surplus materials. Provide SCAQMD proof of recycling of old equipment identified above. Properly dispose of all waste products, and debris.
 - 2. Maintain disposal site in safe condition and good appearance.

ATTACHMENT B

CERTIFICATIONS AND REPRESENTATIONS



South Coast Air Quality Management District

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

Business Information Request

Dear SCAQMD Contractor/Supplier:

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

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

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

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

Sincerely,

Michael 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 1/15



South Coast Air Quality Management District

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

BUSINESS INFORMATION REQUEST

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

REMITTING ADDRESS INFORMATION

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

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

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

DISADVANTAGED BUSINESS CERTIFICATION

Federal guidance for utilization of disadvantaged business enterprises allows a vendor to be deemed a small business enterprise (SBE), minority

business enterprise (MBE) or women business enterprise (WBE) if it meets the criteria below.

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

Statements of certification:

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

State of California Public Works Contractor Registration No. _____ MUST BE INCLUDED IF BID PROPOSAL IS FOR PUBLIC WORKS PROJECT.

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.

A. NAME TITLE

B. TELEPHONE NUMBER DATE

Definitions

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

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

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

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

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

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

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

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

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

- a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - **A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or**
 - A manufacturer with 100 or fewer employees.
- b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 - 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number													
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OR													
Employer identification number													
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Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

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

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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 Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 Regulations 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 2.

***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, 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 (TIGTA) 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. commonwealths and 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.

2015 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO Box, or PMB no.)

City (if you have a foreign address, see instructions.)

State

ZIP Code

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

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

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):

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

Tax-Exempt Entities:

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

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

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

California Trusts:

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

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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) _____ Telephone (____) _____

Payee's signature ► _____ Date _____

2015 Instructions for Form 590

Withholding Exemption Certificate

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

General Information

Registered Domestic Partners (RDP) – 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.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to edd.ca.gov or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a **Seller of California real estate**. Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate 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.

B Income Subject to Withholding

California Revenue and Taxation Code (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 partners, members, and S corporation shareholders 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 from activities sourced to California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- 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 Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. 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 notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

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 Definitions

For California non-wage withholding purposes, **nonresident** includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

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 CA 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.

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.

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.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the taxpayer identification number (TIN) and check the appropriate TIN box.

You must provide an acceptable TIN as requested on this form. 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 CA SOS file number.

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.

Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

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 Additional Information.

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.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

Additional Information

For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance telephone service at:

Telephone: **888.792.4900**
916.845.4900

Fax: 916.845.9512

OR write to:

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

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
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 para personas con discapacidades auditivas o 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 judgement rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

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

EPA Form 5700-49 (11-88)



CAMPAIGN CONTRIBUTIONS DISCLOSURE

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).

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.**

Campaign Contributions Disclosure, *continued*:

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: _____

<p>DEFINITIONS</p> <p align="center">Parent, Subsidiary, or Otherwise Related Business Entity (2 Cal. Code of Regs., §18703.1(d).)</p> <p>(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.</p> <p>(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:</p> <p>(A) One business entity has a controlling ownership interest in the other business entity.</p> <p>(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:</p> <p>(i) The same person or substantially the same person owns and manages the two entities;</p> <p>(ii) There are common or commingled funds or assets;</p> <p>(iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;</p> <p>(iv) There is otherwise a regular and close working relationship between the entities; or</p> <p>(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.</p>
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South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • 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 _____

**ATTACHMENT C
1 through 5
PAYMENT SCHEDULES**

ATTACHMENT C-1

PAYMENT SCHEDULE AIR HANDLER #1

\$ _____ Total Contract Amount Air Handler #1

<p>A. Upon completion of the demolition of Air Handler #1, Contractor may submit an invoice for 10% of the Air Handler #1 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$
<p>B. Upon delivery of the equipment and materials for Air Handler #1, Contractor may submit an invoice for 50% of the Air Handler #1 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$
<p>C. Upon completion of Air Handler #1 start up, Contractor may submit an invoice for 20% of the Air Handler #1 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$

A. WHENEVER in the opinion of the SCAQMD Building Supervisor the CONTRACTOR shall have completely performed each progressive portion the Contract on his part, the SCAQMD Building Supervisor shall notify the Building Maintenance Manager that the progressive amount has been completed in its entirety. Once the project is complete in its entirety, he shall request that the Building Maintenance Manager accept the work identified in this Contract is complete. The CONTRACTOR will then submit to the SCAQMD Building Supervisor for approval a written statement of the final quantities and completion of contract items for inclusion in the final invoice. Upon receipt of such statement, the SCAQMD Building Supervisor shall review the quantities and work included therein and shall authorize the CONTRACTOR to submit an invoice for the balance of the contract amount which in SCAQMD Building Supervisor opinion shall be just and fair, covering the amount and value of the total amount of work done by the CONTRACTOR, less five percent (5%) of the total work done. Payment shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables.

ATTACHMENT C-2

PAYMENT SCHEDULE AIR HANDLER # 2

\$ _____ Total Contract Amount Air Handler #2

<p>A. Upon completion of the demolition of Air Handler #2, Contractor may submit an invoice for 10% of the Air Handler #2 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$
<p>B. Upon delivery of the equipment and materials for Air Handler #2, Contractor may submit an invoice for 50% of the Air Handler #2 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$
<p>C. Upon completion of Air Handler #2 start up, Contractor may submit an invoice for 20% of the Air Handler #2 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$

A. WHENEVER in the opinion of the SCAQMD Building Supervisor the CONTRACTOR shall have completely performed each progressive portion the Contract on his part, the SCAQMD Building Supervisor shall notify the Building Maintenance Manager that the progressive amount has been completed in its entirety. Once the project is complete in its entirety, he shall request that the Building Maintenance Manager accept the work identified in this Contract is complete. The CONTRACTOR will then submit to the SCAQMD Building Supervisor for approval a written statement of the final quantities and completion of contract items for inclusion in the final invoice. Upon receipt of such statement, the SCAQMD Building Supervisor shall review the quantities and work included therein and shall authorize the CONTRACTOR to submit an invoice for the balance of the contract amount which in SCAQMD Building Supervisor opinion shall be just and fair, covering the amount and value of the total amount of work done by the CONTRACTOR, less five percent (5%) of the total work done. Payment shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables.

ATTACHMENT C-3

PAYMENT SCHEDULE AIR HANDLER #10

\$ _____ Total Contract Amount Air Handler #10

<p>A. Upon completion of the demolition of Air Handler #10, Contractor may submit an invoice for 10% of the Air Handler #10 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$
<p>B. Upon delivery of the equipment and materials for Air Handler #10, Contractor may submit an invoice for 50% of the Air Handler #10 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$
<p>C. Upon completion of Air Handler #1 start up, Contractor may submit an invoice for 20% of the Air Handler # 1 contract amount. Progress payment upon approval of invoice shall be net/30 as indicated below in <i>Section "A"</i></p>	\$

A. WHENEVER in the opinion of the SCAQMD Building Supervisor the CONTRACTOR shall have completely performed each progressive portion the Contract on his part, the SCAQMD Building Supervisor shall notify the Building Maintenance Manager that the progressive amount has been completed in its entirety. Once the project is complete in its entirety, he shall request that the Building Maintenance Manager accept the work identified in this Contract is complete. The CONTRACTOR will then submit to the SCAQMD Building Supervisor for approval a written statement of the final quantities and completion of contract items for inclusion in the final invoice. Upon receipt of such statement, the SCAQMD Building Supervisor shall review the quantities and work included therein and shall authorize the CONTRACTOR to submit an invoice for the balance of the contract amount which in SCAQMD Building Supervisor opinion shall be just and fair, covering the amount and value of the total amount of work done by the CONTRACTOR, less five percent (5%) of the total work done. Payment shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables.

ATTACHMENT C-5

PROJECT CLOSE OUT PAYMENT SCHEDULE

\$ _____ Total Contract Amount

<p>A. With final project approval from SCAQMD, completion of the close out documents and all required unconditional lien releases. Contractor shall then submit an invoice for balance of the contract amount.</p>	\$

A. WHENEVER in the opinion of the SCAQMD Building Supervisor the CONTRACTOR shall have completely performed each progressive portion the Contract on his part, the SCAQMD Building Supervisor shall notify the Building Maintenance Manager that the progressive amount has been completed in its entirety. Once the project is complete in its entirety, he shall request that the Building Maintenance Manager accept the work identified in this Contract is complete. The CONTRACTOR will then submit to the SCAQMD Building Supervisor for approval a written statement of the final quantities and completion of contract items for inclusion in the final invoice. Upon receipt of such statement, the SCAQMD Building Supervisor shall review the quantities and work included therein and shall authorize the CONTRACTOR to submit an invoice for the balance of the contract amount which in SCAQMD Building Supervisor opinion shall be just and fair, covering the amount and value of the total amount of work done by the CONTRACTOR, less five percent (5%) of the total work done. Payment shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables.