

BOARD MEETING DATE: September 4, 2020

AGENDA NO. 11

PROPOSAL: Issue New and Amended Solicitations, Approve Reallocation of Funds, and Approve Award and Contract Modifications as Approved by MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee (MSRC) approved an RFP for website maintenance and hosting and amendments to the Program Announcement for transportation to major event centers. Additionally, the MSRC approved a reallocation in their partnership with South Coast AQMD for near-zero trucks and an award to launch the implementation of a new program targeting the last segment of goods delivery. The MSRC also authorized the modification of two contracts/awards. At this time the MSRC seeks Board approval of the contract award, contract modifications, and reallocation, and release of the new and amended solicitations as part of the FYs 2016-18 and 2018-21 Work Programs.

COMMITTEE: Mobile Source Air Pollution Reduction Review, August 20, 2020; Recommended for Approval

RECOMMENDED ACTIONS:

1. Issue RFP for MSRC website hosting and maintenance services, as part of approval of the FYs 2018-21 Work Program, as described in this letter and in the attached RFP;
2. Approve amendments to the Program Announcement for the Major Event Center Transportation Program, as part of approval of the FYs 2018-21 Work Program, as described in this letter and in the attached Program Announcement;
3. Approve modified award to Los Angeles Metropolitan Transportation Authority (Metro) under the Major Event Center Transportation Program, reallocating \$2,188,899 in funding from special bus service to Dodger Stadium in 2020 and 2021 to funding for service in 2021 and 2022, as part of approval of the FYs 2018-21 Work Program, as described in this letter;
4. Approve reallocation of \$3,000,000 from partnership with South Coast AQMD on implementation of Market Acceleration Program to partnership with South Coast AQMD on implementation of Trade Down Program, continuing to support the early deployment of near-zero emission natural gas trucks, as part of approval of the FYs 2018-21 Work Program, as described in this letter;

5. Approve contract award to Southern California Association of Governments (SCAG) in an amount not to exceed \$10,000,000 to implement the Last Mile component of the MSRC's Regional Goods Movement Program, as part of approval of the FYs 2018-21 Work Program, as described in this letter;
6. Approve modified contract with the Regents of the University of California under the Hydrogen Infrastructure Partnership Program, relocating the hydrogen refueling station at the University of California, Irvine from 19172 Jamboree Road to the intersection of California Avenue and Academy Way, and extending the contract term one year, as part of approval of the FYs 2016-18 Work Program, as described in this letter;
7. Authorize MSRC to adjust contract awards up to five percent, as necessary and previously granted in prior work programs; and
8. Authorize the Chairman of the Board to execute the new and modified contracts under the FYs 2016-18 and 2018-21 Work Programs, as described above and in this letter.

Larry McCallon
Chair, MSRC

MMM:NB:CR

Background

In September 1990, Assembly Bill 2766 was signed into law (Health & Safety Code Sections 44220-44247) authorizing an annual \$4 motor vehicle registration fee to fund the implementation of programs exclusively to reduce air pollution from motor vehicles. AB 2766 provides that 30 percent of the annual \$4 vehicle registration fee subvented to the South Coast AQMD be placed into an account to be allocated pursuant to a work program developed and adopted by the MSRC and approved by the Board.

Proposal

At its August 20, 2020 meeting, the MSRC considered recommendations from its MSRC Technical Advisory Committee (MSRC-TAC) and approved the following:

FYs 2018-21 MSRC Website Hosting and Maintenance

Previously at their June 2020 meeting, the MSRC authorized the development of a draft RFP for the hosting and maintenance of the MSRC website. The MSRC has now considered and approved an RFP to identify and retain a contractor to host and maintain their existing website. The RFP includes an optional bidders' conference on Wednesday, September 23, 2020. Rather than specify a budget in advance, bidders are directed to provide cost proposals for the specified work, with cost being a significant selection criterion. Proposals will be due by 5:00 p.m. on Friday, October 9, 2020. It is anticipated

that an award will be made on or about December 4, 2020; that award will be part of the FYs 2018-21 AB 2766 Discretionary Fund Work Program.

FYs 2018-21 Major Event Center Transportation Program

The MSRC's 2019-2021 Edition Major Event Center Transportation Program Announcement, which is still open for applications through March 30, 2021, specifies that all events receiving MSRC Clean Transportation Funding under the Program Announcement must be held no later than December 31, 2021. Due to the unforeseen effects of COVID-19 and the public health safety measures currently prohibiting patrons from attending events at major venues, the MSRC approved extending the Program Announcement's deadline for events by one year to December 31, 2022.

In relation to the above, the MSRC previously approved a \$2,188,899 award to Los Angeles County Metropolitan Transportation Authority (Metro) to implement special transit service to Dodger Stadium for 2020 and 2021. A proposed award was being developed to effectuate the award. Prior to the launch of the 2020 Dodgers season, the COVID-19 pandemic resulted in a freeze of major league baseball games. 2020 games are now to be conducted without fans in attendance, obviating the need for special bus service. Metro requested that the unused funding be reallocated to future seasons. The MSRC considered Metro's request and approved reallocating \$2,188,899 from special bus service to Dodger Stadium in 2020 and 2021 to funding for service in 2021 and 2022.

FYs 2018-21 Near-Zero Trade-Down Program

The Market Acceleration Program (MAP) is a South Coast AQMD program to support the early deployment of near-zero emission natural gas trucks. This program was originally designed to offer incentives via two types of transactions: 1) a simple incentive for the purchase of a new near-zero truck with scrappage of an old truck, and 2) a trade-down approach involving two parties and three trucks, which targets the owners of the highest emitting vehicles who often cannot afford to purchase a brand new truck. Previously, the MSRC allocated \$4,000,000 to augment the South Coast AQMD funding to implement the MAP. Subsequently, South Coast AQMD has decided to bifurcate the two aspects of MAP. Clean Energy will continue to coordinate the simpler vehicle purchase incentive element, and the MAP name will be retained for this aspect. South Coast AQMD will implement a separate Trade-Down Program (TDP) for the three-party transactions. The MSRC considered this modified partnership opportunity and approved reallocation of \$3,000,000 from partnership with South Coast AQMD on implementation of MAP to partnership with South Coast AQMD on implementation of the TDP. \$1,000,000 would remain allocated to MAP.

FYs 2018-21 Last Mile Program

The Last Mile component of the MSRC's Regional Goods Movement Program focuses on reducing emissions from transportation of goods following departure from distribution centers. SCAG proposed to implement the Last Mile component on behalf of the MSRC. SCAG proposed two phases of implementation, but given uncertainties in future revenues due to COVID-19 impacts, only Phase I is to be implemented immediately. This phase

focuses on the procurement and commercial deployment of zero emission or near-zero emission heavy- and/or medium-duty on-road trucks with the potential for supporting infrastructure. In consultation with the MSRC-TAC Last Mile Subcommittee and MSRC-TAC, SCAG would develop, and obtain MSRC approval of, Program Guidelines. Considerations to be included in the development of the Program Guidelines include a geographic funding minimum of \$1,250,000 for each county within South Coast AQMD jurisdiction, a minimum 1:1 investment match for each project proposal, and a \$5,000,000 funding maximum per project. SCAG would next issue a Call for Projects in conformance with the Program Guidelines, review submitted proposals in conjunction with the Last Mile Subcommittee and MSRC-TAC, and provide a recommended list of projects for final MSRC approval. SCAG would then oversee project implementation and provide evaluation and reports. The MSRC considered SCAG's proposal and approved a sole-source contract award to SCAG in an amount not to exceed \$10,000,000 to implement the Last Mile Program.

FYs 2016-18 Hydrogen Infrastructure Partnership Program

In October 2018, the MSRC approved a contract award to the Regents of the University of California (UCI) to expand their existing publicly accessible hydrogen refueling station. UCI now indicates that the current location of the station has been selected for a hospital. In response, UCI Administration has evaluated options and identified a site on UCI property in the near vicinity with enhanced accessibility and visibility. UCI Administration has committed to cover the cost of relocating the station. They requested the MSRC to approve the location change from 19172 Jamboree Road, Irvine, California, to the intersection of California Avenue and Academy Way, Irvine, California. UCI also requested a one-year term extension to allow for site preparation and utility resources. The MSRC considered and approved UCI's requested contract modifications.

At this time, the MSRC requests the South Coast AQMD Board approve the contract award, modifications and reallocation, and to release the new and amended solicitations as part of approval of the FYs 2016-18 and 2018-21 AB 2766 Discretionary Fund Work Programs as outlined above. The MSRC also requests the Board authorize the South Coast AQMD Board Chairman to execute all agreements described in this letter. The MSRC further requests authority to adjust the funds allocated to each project specified in this Board letter by up to five percent of the project's recommended funding. The Board has granted this authority to the MSRC for all past Work Programs.

Sole Source Justification

As an element of its FYs 2018-21 Work Program, the MSRC allocated \$10,000,000 to partner with SCAG on the Last Mile Program. As discussed in Proposals above, the project will be implemented by initiating a sole-source contract with SCAG pursuant to South Coast AQMD Procurement Policy section VIII(B)(2)(c). While the MSRC and South Coast AQMD strive to retain technical services on a competitive basis, the South Coast AQMD's Procurement Policy and Procedure recognizes that, at times, the required services are available from only one source, making the pursuit of a competitive procurement futile. SCAG is the Municipal Planning Organization for the South Coast

AQMD jurisdiction and is responsible for the development of the Regional Transportation Plan (RTP). They have conducted extensive research and analysis in the areas of last mile delivery, supply chains, e-commerce, and many other facets of goods movement planning. SCAG's RTP responsibilities put them in a unique position to implement the program.

Resource Impacts

The South Coast AQMD acts as fiscal administrator for the AB 2766 Discretionary Fund Program (Health & Safety Code Section 44243). Money received for this program is recorded in a special revenue fund (Fund 23) and the contracts specified herein will be drawn from this fund.

Attachments

RFP2021-04 – Hosting and Maintenance of the MSRC Website

Modified Program Announcement PA2019-03 – Major Event Center Transportation Programs



Hosting and Maintenance of the MSRC Website

www.CleanTransportationFunding.org

Request for Proposals

P2021-04

September 4, 2020

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SECTION 1 – Solicitation Overview

I.A. Introduction

The Mobile Source Air Pollution Reduction Review Committee (MSRC) requests proposals from qualified website providers to assist in the hosting, maintenance, and minor modification of the MSRC's website. For the purpose of this solicitation, the terms "bidder", "contractor" and "website developer" are used interchangeably.

To reduce the need to photocopy, package, and physically submit paper applications, the solicitation requires that proposals be submitted electronically in PDF format using the MSRC website. We believe this benefits the proposer, the MSRC staff, and the environment.

I.B. Background

The Mobile Source Air Pollution Reduction Review Committee, or "MSRC", is responsible for funding transportation projects that reduce air pollution in Southern California. The MSRC was created in 1990 by the California State Legislature as part of Assembly Bill (AB) 2766, which authorizes the Department of Motor Vehicles to collect a \$4 surcharge on vehicle registration fees. Under AB 2766, the MSRC receives 30% of the surcharge as part of a Discretionary Fund to support projects that reduce pollution from mobile sources, such as cars, trucks, and buses. The Discretionary Fund has an annual budget of approximately \$14 million.

In 1999, the MSRC contracted with a website development firm for the design, development, activation, testing, hosting, and maintenance of its first website. Located under the domain name www.msrc-cleanair.org, the MSRC used this site as a medium to disseminate both time sensitive and historical information to current MSRC contractors, prospective project applicants, and other interested parties. The website was developed and ultimately launched in July 2000. In 2005, the MSRC contracted with a website development firm to develop a successor website which incorporated most of the features of the original plus substantial new functionality. Similar processes occurred in 2011 and 2016. A few upgrades have been made in the ensuing years, but essentially this is the current MSRC website located under the domain name www.CleanTransportationFunding.org. Key features of the current website include:

- Ability for the public to download current solicitation documents in either Microsoft Word and PDF format;
- A key-word searchable library containing summaries of MSRC-funded projects, photos and final reports for many projects;
- Current MSRC and MSRC-Technical Advisory Committee (MSRC-TAC) meeting agendas and archives of past meeting agendas and minutes;
- Current and past MSRC articles and press releases;
- History of the MSRC, related statutes and list of current MSRC and MSRC-TAC members;
- A subscription system by which interested parties can sign up to receive e-mail notifications of solicitations, agendas, and news articles, as well as a related system to assemble and distribute an electronic newsletter;

- An interface for MSRC contractors to download guidance documents and templates; and
- Ability to submit applications and proposals online.

Furthermore, much of the current website's content is able to be added, deleted or modified by MSRC staff without assistance of the website contractor.

The current website has served the MSRC well for almost four years. The MSRC does not necessarily see a need for a major overhaul of the website at the present time, but the current contract for hosting and maintenance of the site is approaching a close. Therefore, the purpose of this Request for Proposals (RFP) is to solicit qualified firms to submit proposals in accordance with requirements specified herein for the uninterrupted continued hosting and maintenance of the MSRC website, including future minor modifications to the website. As a point of reference, in recent years the MSRC has expended approximately \$13,500 per two-year period for these types of costs. The MSRC also seeks an analysis of the site's compliance with the Web Content Accessibility Guidelines.

I.C. Schedule of Events

This solicitation will be conducted in accordance with the timeline illustrated in Table I, below. Proposals may be submitted at any time during the period commencing September 4, 2020 and ending October 9, 2020. *Please note that proposals must be received no later than 5:00 p.m. on October 9, 2020.*

Table I - Key Procurement Events & Dates

MSRC Website Development Key Procurement Events	Date
Request for Proposals Release	September 4, 2020
Optional Bidders' Conference, 1:30 p.m. via video conference	September 23, 2020
Latest Date and Time to Submit Proposal	October 9, 2020 @ 5:00 pm
Proposal Evaluation Period	October 13 – 20, 2020
Interviews/Oral Presentations of Short-Listed Bidders	October 28, 2020*
Contractor Selection Review & Approval by MSRC-TAC	November 5, 2020
Contractor Selection Review & Approval by MSRC	November 19, 2020
South Coast AQMD Governing Board Approval	December 4, 2020
Contract Execution/Authority to Proceed	January 15, 2021

**Tentative*

I.D. Optional Bidders' Conference

An optional Bidders' Conference for the MSRC Website Hosting and Maintenance RFP will be held on Wednesday, September 23, 2020. This will be the best opportunity to discuss and clarify any questions Bidders may have regarding the RFP directly with MSRC staff. The purpose of the conference is to provide new or updated solicitation information, provide clarification regarding this RFP, and answer

general questions regarding proposal preparation. The location and time for the Bidders' Conference is as follows:

Time:	1:30 p.m. – 2:30 p.m.
Zoom Webinar ID:	975 1035 2885 (applies to all)
Teleconference Dial In:	+1 669 900 6833

In addition, MSRC staff members are available to answer questions and provide guidance as appropriate during the proposal preparation period. Please refer to Section I.E. of this document for a list of MSRC Staff contacts.

I.E. If You Need Help

This RFP can be obtained by accessing the MSRC website at www.CleanTransportationFunding.org. MSRC staff members are available to answer questions during the proposal acceptance period. In order to help expedite assistance, please direct your inquiries to the applicable staff person, as follows:

- For **General and Administrative Assistance**, please contact:
Cynthia Ravenstein
MSRC Contracts Administrator
Phone: 909-396-3269
E-mail: Cynthia@CleanTransportationFunding.org
- For **Technical Assistance**, please contact:
Ray Gorski
MSRC Technical Advisor
Phone: 909-396-2479
E-mail: Ray@CleanTransportationFunding.org
- For **Contractual Assistance**, please contact:
Dean Hughbanks
South Coast AQMD Procurement Manager
Phone: 909-396-2808
E-mail: dhughbanks@aqmd.gov

I.F. Addenda

The MSRC may issue supplementary information or guidelines relative to this RFP during the proposal preparation period of September 4 to October 9, 2020.

Please note that the source of MSRC **Clean Transportation Funding™** is motor vehicle registration fees collected by the California Department of Motor Vehicles (DMV) in accordance with the California Health and Safety Code. Thus, the availability of MSRC **Clean Transportation Funding™** is contingent upon the timely receipt of funds from the DMV. Neither the MSRC nor South Coast AQMD can guarantee the collection or remittance of registration fees by the DMV.

SECTION II: Statement of Work

II.A. Contractor Minimum Qualifications

Bidders responding to this solicitation must show evidence of at least four (4) years related experience, including serving as prime contractor for the ongoing hosting and maintenance of a minimum of ten (10) websites, at least two (2) of which are for public agencies. Bidder must have demonstrated expertise in art direction, writing, programming, systems administration, database design, and multimedia programming. Contractor must be willing to work closely with MSRC-TAC members and MSRC/South Coast AQMD staff on a continuing basis throughout the course of the contract term (see II.B. below regarding term).

All proposals must contain the following information:

1. A thorough description of how the Bidder satisfies the requirements listed under Section II.A, Designer/Contractor Minimum Qualifications;
2. A description demonstrating how the Bidder will fulfill items listed under Sections II.B, Performance Requirements and II.C., Description of MSRC Website Requirements and Content;
3. Key personnel and reporting structure, including resumes or background descriptions of all key personnel to be assigned to this project;
4. Information on work similar to the MSRC Website Hosting and Maintenance project completed by Bidder over the past four (4) years. A minimum of three (3) complete references must be submitted, including domain names for websites hosted and maintained by the Bidder;
5. A list of work to be subcontracted by the Bidder to fulfill the items listed under Section II, Statement of Work. Information on subcontractor qualifications must also be included in the proposal submission, including resumes of individuals supporting the work effort in a subcontractor capacity;
6. A summary of the approach the Bidder will use to work with MSRC-TAC members and MSRC/South Coast AQMD staff to ensure project communications will be conducted efficiently and that project milestones will be met.

II.B. Performance Requirements

1. Period of Performance - The period of performance will commence on the date the contract is signed by all parties and extend for two (2) full years. The contract may be extended, or successor contract let, for an additional two-year option, upon agreement by both parties.
2. Delivery Deadlines - Deadlines shall be negotiated with the successful bidder prior to contract execution.

II.C. Description of MSRC Website Requirements & Content

The following Sections describe the minimum requirements to be implemented within the Statement of Work covered by this RFP.

1. Website Hosting and Maintenance

The Bidder shall describe their ability to host the website and their customer support services in detail. It is important for MSRC staff to be able to update most website content without contacting the contractor; explain how your proposal will satisfy this requirement. Bidder is expected to provide website hosting with bandwidth as needed, security, backups, and adequate storage. Maintenance shall include 24/7 monitoring for rapid response in the event of a system or hardware failure, all security updates applied as they become available, and corrections applied to maintain proper functionality of existing features. It is anticipated that hosting and minor maintenance, backup, and recovery, would be covered under a set monthly fee.

The Bidder shall also describe their plan for managing the transition of website domain, website content/data and any anticipated downtime for this process.

The MSRC is requiring Bidders to specify the hosting approach, and to include any necessary hardware as part of their proposals. Any software licensing costs, domain registrations, browser upgrades, and their renewals where applicable, must also be included for the term of the maintenance period. Hardware, including any hardware provided out of the selected Bidder's existing inventory, will become property of the MSRC.

2. Web Content Accessibility Guidelines Analysis

The Bidder shall be required to conduct an analysis of the website's compliance with the Web Content Accessibility Guidelines 2.1, and provide a report as to what actions, if any, would be needed to achieve Level AA compliance with these Guidelines.

3. Website Modifications

On an as-needed basis, the Contractor may be asked to make modifications to the existing website. Hourly rates for on-call services shall be clearly detailed and any terms and conditions that may apply should be fully disclosed.

4. Technical Environment

Please refer to Attachment A for a description of the current website configuration. It is the MSRC's requirement that the existing website remain fully operational during transition.

5. Software Ownership Rights/Confidentiality

The Bidder shall be required to agree and shall provide a written statement specifying that all rights, title and interest in work product developed under this project, including but not limited to website software, source code, documentation, reports, files, and all derivative works thereof, shall remain with MSRC/South Coast AQMD. This shall include work product developed by Bidder/Contractor and its employees, subcontractors and agents. The Bidder shall be required to agree that any and all work product shall be deemed to be works made for hire within the meaning of the copyright laws of the U.S. and that MSRC/South Coast AQMD shall own all rights, including, but not limited to, all copyright rights, in and to such Work Product. Bidder shall be required to warrant that any Work Product produced will be original work and will not infringe upon or violate any rights, including any patent, copyright, trademark or trade secret of any person or entity. Furthermore, all software source codes, graphic elements, and any other intellectual property associated with the website shall be provided to

the MSRC within one month of activation (after it is live and accepted by the MSRC), and any updates or changes will be provided to the MSRC at the end of the contract term.

The Bidder shall also acknowledge that all information and graphic materials provided to the Bidder by MSRC/South Coast AQMD for use in development and incorporation into the Project is confidential. The Bidder shall agree not to use any MSRC information or graphic materials for the Bidder's own benefit, or divulge, disclose, or communicate in any manner said items to any third party without the prior written consent of the MSRC.

SECTION III: Proposal Preparation & Submission

A proposal must be completed and electronically submitted in response to this RFP. Only proposals that follow the instructions within this RFP will be reviewed and evaluated. The following instructions are intended to assist the Bidder in preparing a proposal for consideration under this RFP.

In general the Proposal should be concise, well organized and demonstrate the Bidder's qualifications and experience applicable to the Project

Proposals are to reflect and/or include the following elements, in the following order:

III.A. Proposal Preparation Instructions

1. Cover Letter - Transmittal of the proposal must specify the subject of the proposal, the RFP number, and Bidder's name, address, e-mail address, and telephone number. The letter shall specify contact person(s) for technical and contractual matters, and be signed by the person(s) authorized to contractually bind the bidding entity. For joint venture proposals, the Bidder must include a statement confirming authorization to act on behalf of all co-bidders. The Bidder must include a letter of confirmation from all proposing entities of a joint proposal including project contact name and all other information as required of the Bidder.
2. Project Description and Statement of Work – This section comprises the body of the proposal. The Bidder should describe their project concept in detail, addressing all project requirements as specified in RFP Sections II.A., II.B., and II.C., above. Bidders should place special emphasis on the following key proposal elements:
 - a) Website Hosting and Maintenance – Describe in detail the proposed methodology for website administration, including program documentation and reporting, and website maintenance;
 - b) Bidder Qualifications – The Bidder shall fully describe their firm's qualifications and experience in performing the type of work as described in Section II.A. of this RFP. If subcontractors are being used or the proposal is being submitted by a team of firms, a full description of each participating firm should be included. All key personnel are to be identified and resumes provided as part of any proposal submitted;
 - c) Related Work - The Bidder shall list at least three (3) successfully completed projects of a similar nature to that described in this RFP for the design and activation of a website. Submit only those projects in which the Bidder served as the lead Contractor. Provide a brief description of the work performed, note what elements of the desired MSRC site are exemplified therein, and include the organization's name, project contact name, telephone numbers, value of the contract, and website address. The website references will be assessed as part of the evaluation process.

3. Schedule - This section shall identify anticipated dates of completion of all tasks specified in the Project Description and Statement of Work.
4. Project Organization - This section shall describe the organization proposed to implement the project. This shall include assigned personnel, all subcontractors and their related tasks and responsibilities, clearly detailed.
5. Conflict of Interest - Address any possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the MSRC. Although the Bidder will not be automatically disqualified by reason of work performed for such firms, the MSRC reserves the right to consider the nature and extent of such work in evaluating the proposal.
6. Cost Proposal – shall be broken down into two components:
 - a) Line Item Budget - The Line Item Budget shall detail the following cost components for initial two-year contract term for the Bidder and any subcontractors for the Project:
 - i. Labor - Identify each professional category of direct project support, the number of hours for each, and the fully burdened rate per hour. The rates quoted must include labor, general, administrative, and overhead costs;
 - ii. Equipment and Supplies - Provide an itemized list of equipment to be used and/or purchased, including the manufacturer, number of each, and the unit cost. **Please note that all equipment purchased in fulfillment of this contract will remain the property of the MSRC;**
 - iii. Subcontractor Costs - Identify any subcontractors by name, the basis for the subcontractor's selection, and describe in detail the work the subcontractors will be hired to perform, list their cost per hour or per day, and the number of hours or days their services will be used and the related tasks;
 - iv. Miscellaneous Costs - if any.
 - b) Maintenance Costs – proposal for continuing the MSRC Website hosting and maintenance for an additional two-year option period. The cost breakdown for the priced option should include all costs included with website hosting and maintenance, on a line item basis as defined above.

Consider the following when preparing the cost schedules:

- Charges for supplies, equipment, and subcontractors will be paid at cost. No profit will be paid on these costs;
- The Bidder must warrant that the cost proposal will remain in effect for at least 90 days and state such in this section;
- Costs are reimbursed on an as-incurred basis only; describe billing procedures for the project and how costs will be documented for invoicing the MSRC for reimbursement of expenditures;
- The Bidder is required to certify as part of their proposal submission that the prime contractor and subcontractor rates contained in the proposal are no higher than the rates offered to the prime or subcontractor's most-favored customer;
- Identify all subcontractors by name, and include their hourly or daily rate of compensation and the number of hours or days their services will be utilized. If subcontractors are not yet

identified, provide an estimate of their rates of compensation and number of hours or days the subcontractors' services will be utilized.

7. Certifications – All applicants must complete and submit the following forms, located in Attachment B, as elements of their Application:
 - a) W-9 Form and Form 590
 - b) Campaign Contribution Disclosure Form
 - c) Business Status Certifications Form

III.B Proposal Submittal Instructions

1. Format – The sections described above, including certifications, are to be compiled into a ***single PDF document*** for submittal to the MSRC Clean Transportation Funding website. ***Please note that ONLY PDF format can be accepted. Microsoft Word documents cannot be accepted by the MSRC Website.*** Applicants will need to register on the MSRC Clean Transportation Funding website. No videos will be accepted with proposals. However, images from relevant websites may be included.
2. Due Date - The latest date and time to submit a proposal is October 9, 2020 at 5:00 p.m.! Prospective bidders are encouraged to begin the process early in case of any difficulties encountered during the registration or submission process.

PLEASE NOTE THAT ANY PROPOSAL TIME STAMPED 5:01 P.M. OR LATER ON OCTOBER 9, 2020 WILL NOT BE REVIEWED AND WILL NOT BE AWARDED FUNDING. No exceptions will be granted regardless of reason or circumstances.

3. Additional Grounds for Rejection - A proposal may be immediately rejected if:
 - It is not prepared in the format described contained within this RFP; or
 - It is not signed by an individual authorized to represent the proposing entity.
4. Disposition of Proposals - The MSRC reserves the right to reject any or all proposals. All responses become the property of MSRC. One copy of the proposal shall be retained for South Coast AQMD files.
5. Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of MSRC. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

SECTION IV. Proposal Evaluation Process

The MSRC-TAC and MSRC Staff will evaluate all proposals to determine responsiveness to the RFP. South Coast AQMD staff may provide administrative and technical assistance during the proposal evaluation process.

Proposals will be evaluated and points awarded based upon the criteria outlined below. The evaluation criteria are included to provide the Bidder additional guidance as to the particular components of the proposal that will be evaluated.

The MSRC reserves the right to approve only a portion of the Bidder's Statement of Work and funding request. In this case, the Bidder will be required to submit a revised work statement, schedule of deliverables, and cost breakdown within forty-five (45) calendar days of notification of selection.

Each Bidder should review the attached Sample Contract (Attachment C). Any exceptions to the sample contract terms and conditions should be identified in the Bidder's initial proposal.

The most qualified Bidders will be short-listed and may be interviewed by an MSRC-TAC Evaluation Subcommittee on or about October 28, 2020. Please keep this date available for possible interviews. Interviews may be at the South Coast AQMD Headquarters in Diamond Bar, California or via videoconference at the discretion of the Evaluation Subcommittee. (Please see Section I.C, Table 1 – Key Procurement Events and Dates). The proposals and interviews will be evaluated based on the selection criteria below.

The MSRC reserves the right to not make any award. The project will be effectuated through a contract with South Coast AQMD, which must also approve the award.

IV.A Proposal Evaluation & Contractor Selection Criteria

Proposals will be evaluated based on the proposals demonstrating an understanding of the RFP objectives and work involved, and on the demonstrated capability of the Bidder to accomplish the work. The following evaluation criteria form the basis upon which proposal scoring and selection will be conducted. The maximum score available is 110 points.

1. Proposal Completeness

Maximum Points Available: 10 points

Proposals will be evaluated on their completeness, accuracy and responsiveness to the RFP and all of its requirements.

2. Qualifications, Staffing and References

Maximum Points Available: 30 points

Bidders must have extensive and successful experience in the hosting and maintenance of websites of similar scope within this RFP. The Bidder shall detail previous work experience. In addition, each Bidder shall provide a minimum of three (3) references and current website addresses from the last four (4) years to demonstrate the skills necessary to complete projects similar in scope to the current proposed project.

3. Statement of Work

Maximum Points Available 35 Points

As discussed in the RFP Section II, Subsection II.C., Bidders are required to submit a discussion of the hosting and maintenance approach. Bidders shall clearly and professionally describe their understanding of the Project. Responses must thoroughly address all areas. The technical merits of the Bidder will be evaluated, based upon the level of completeness and specificity of the proposed concepts.

4. Cost Proposal

Maximum Points Available 25 Points

Bidders are required to submit a detailed cost breakdown for the proposed project. Following a comprehensive review of the cost proposal, the Evaluation Subcommittee will assign a score based upon the competitiveness, completeness, documentation quality, accuracy, and substantiation of the information provided. Costs will be assessed to determine if they are reasonable and appropriately allocated among tasks. Consideration will also be given to the number of hours assigned to Bidder's staff in relationship to tasks to be performed, hourly rates, and whether the costs are realistic in relationship to projects of similar size.

5. DVBE/Local Business/Small Business Status

Maximum Points Available: 10 points

It is the policy of the MSRC to encourage participation by disabled veteran business entities, local businesses and small business and in the bidding process. The MSRC shall provide five (5) points each for Proposers who meet the following criteria, with the maximum points available not to exceed ten (10) points. Points will only be awarded should the Proposer, upon submission of its proposal, provide documents from a state or local agency certifying that it qualifies in the categories described below:

#1 "Disabled Veteran" as used herein is a United States military, a naval, or air service veteran with at least 10 percent service-connected disability. "Disabled Veteran Business Enterprise" as used herein means a sole proprietorship or partnership or corporation which is at least 51 percent owned by one or more disabled veterans and whose management and control of the daily business operations are by one or more disabled veterans.

#2 "Local Business" as used herein means a Proposer which can demonstrate that it has an on-going business within the South Coast AQMD at the time of the bid application and performs 90% of the work related to the contract within the South Coast AQMD.

#3 "Small Business" as used herein means a business that is:

- 1) Independently owned and operated business, and
- 2) Not dominant in its field or operation and
- 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 or less over the previous three years, or a manufacturer with 100 or fewer employees.

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Attachment A: Information on Existing MSRC Website

- Hardware
 - 1.8GB RAM
 - 12.9 GB of 30GB Disk space
 - Website currently at 5.2GB (including documents and images)
 - 3 mirrors nationwide
 - Backup daily
 - Monitoring system
- Operating System: CentOS 7
- Apache 2.0
- PHP 7.0+ Compatible
 - CMS
 - Drupal 8.x
 - HTML 5
 - CSS 3.0
 - Javascript ECMA 5+
- Database
 - MYSQL
 - 1 GB ram
 - 5 GB storage

Attachment B: Certifications

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.		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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>	
	Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> </div> or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> </div>

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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 for Part II, later.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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 payee, 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 ³
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 ¹
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.

TAXABLE YEAR

CALIFORNIA FORM

2019 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

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

Address (apt./sta., room, PO box, or PMB no.)

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

State

ZIP code

Exemption Reason

Check only one box.

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.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone (____) _____

Payee's signature ► _____ Date _____

7061193

Form 590 2018

2017 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 more information, 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 the real estate withholding requirement.

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 exemption certificate, the withholding agent may accept a letter from the payee as a substitute explaining why they are 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 (TIN). The withholding agent must retain a copy of the certificate or substitute for at least five years after the last payment to which the certificate applies, and provide it upon request to the FTB.

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 nonwage 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 it has qualified through the CA SOS to transact intrastate business. 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 MSRRRA.

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 MSRRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the TIN and check the appropriate TIN box.

You must provide a valid 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 – Follow the country's practice for entering the city, county, province, state, country, and postal code, as applicable, in the appropriate boxes. **Do not** abbreviate the country name.

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

Withholding Agent Instructions

Do not send this form to the FTB. The withholding agent retains this form for a minimum of five years or until the payee's status changes, and must provide this form to the FTB upon request.

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

Website: For more information go to ftb.ca.gov and search for **nonwage**.

MyFTB offers secure online tax account information and services. For more information and to register, go to ftb.ca.gov and search for **myftb**.

Telephone: 888.792.4900 or 916.845.4900, Withholding Services and Compliance phone service

Fax: 916.845.9512

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

For questions unrelated to withholding, or to download, view, and print California tax forms and publications, 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 de habla

BUSINESS STATUS CERTIFICATIONS

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

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

Statements of certification:

As a prime contractor to SCAQMD, (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 33.301, and will follow the six affirmative steps listed below **for contracts or purchase orders funded in whole or in part by federal grants and contracts.**

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

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

Check all that apply:

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

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.

NAME

TITLE

TELEPHONE NUMBER

DATE

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

Most Favored Customer as used in this policy means that the SCAQMD will receive at least as favorable pricing, warranties, conditions, benefits and terms as other customers or clients making similar purchases or receiving similar services.



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 (South Coast AQMD) 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 South Coast AQMD 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 South Coast AQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor's contract or permit. Gov't Code §84308(d). For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

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

SECTION I.

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: _____

DEFINITIONS

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

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

Attachment C: Sample Contract



AB 2766/MSRC WORK PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the *** (hereinafter referred to 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 (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's *** Program Application/Proposal dated ***.
 - F. 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.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. AUDIT AND RECORDS RETENTION
 5. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized

- representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
6. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.
 7. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding 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.
 8. TERM - The term of this Contract is for *** (**) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, the EARLY TERMINATION clause, OPTIONAL or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
 9. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
 10. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
 11. 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 the NOTICES clause of this Contract. 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.
 - B. Either party may terminate this Contract upon thirty (30) days written notice to the other party.
 - C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. 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.

12. EARLY TERMINATION - This Contract may be terminated early due to the following circumstances: The infrastructure identified in Attachment 1, Statement of Work, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance. [OPTIONAL]
13. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of 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.
14. 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 shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **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.

[USE ABOVE CLAUSE OR SELF INSURANCE CLAUSE BELOW]

Self Insurance Clause:

INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. 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.

15. **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.

16. **DISCLAIMER OF WARRANTY** - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment. [OPTIONAL]

17. **PAYMENT**

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of *** Dollars (\$***) in accordance with Attachment 2 – **Payment/Cost** Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the **Payment/Cost** Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and

accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. 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.
- D. An invoice submitted to SCAQMD for payment 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
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. 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, as applicable, 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).
 - 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – **Payment**/Cost Schedule of this Contract or pre-authorized by SCAQMD in writing.
 - 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 - 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
18. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
19. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
20. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

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

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email:
cravenstein@aqmd.gov

CONTRACTOR:

Attn: ***, email: ***

21. 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.

22. 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 SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
23. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.

USE ABOVE CLAUSE, OR USE CLAUSE BELOW FOR PROFESSIONAL SERVICES

OWNERSHIP - Title and full ownership rights to any products purchased or developed under this Contract shall at all time remain with CONTRACTOR. CONTRACTOR shall also retain title and full ownership rights to any documents or reports developed under this Contract. All of the above shall be subject to the following limitations:

- A. PATENT RIGHTS - CONTRACTOR shall have patent rights, as well as title and full ownership rights, for invention(s) developed under this Contract, subject to SCAQMD retaining a no-cost, nonexclusive, nontransferable, irrevocable license to use or test such invention(s) for SCAQMD purposes. CONTRACTOR must obtain agreements to effectuate this clause with all persons or entities obtaining an ownership interest in the patented subject invention(s). Previously documented (whether patented or unpatented under the patent laws of the United States, 35 U.S.C. 1 et seq., or any foreign country) inventions are exempt from this provision. CONTRACTOR shall submit a written report to SCAQMD's Agent disclosing each subject invention and specifying patents applied for, patents issued, and patent application(s) abandoned and/or cosponsored participants on subject invention(s).
- B. RIGHTS OF TECHNICAL DATA - SCAQMD shall have unlimited right to use technical data resulting from performance of CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
- C. COPYRIGHT - CONTRACTOR agrees to grant SCAQMD a royalty free, nonexclusive, irrevocable, nontransferable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
- D. SOFTWARE RIGHTS - CONTRACTOR agrees to grant SCAQMD a worldwide, royalty free, nonexclusive, irrevocable, nontransferable license in perpetuity to use any software developed by CONTRACTOR in performing its obligations under this Contract. CONTRACTOR further agrees to obtain the rights required from any third party for SCAQMD to have a worldwide, royalty free, nonexclusive, irrevocable license in perpetuity to use any other software essential to performance of CONTRACTOR'S obligations under this Contract or necessary to the operation of the software developed by CONTRACTOR. CONTRACTOR shall provide SCAQMD with documentation confirming CONTRACTOR'S right to assign the use of such software. CONTRACTOR shall also provide SCAQMD with all documentation and manuals required to operate the software developed by it or third parties.
- E. CONTRACTOR'S INSOLVENCY OR BANKRUPTCY, or PROJECT'S DISCONTINUATION - CONTRACTOR agrees that in the event that CONTRACTOR becomes insolvent or files for

bankruptcy during the term of the Contract or does not complete the intent of the Contract, title to goods, services software, and equipment purchased for the performance of this Contract with AB 2766 Discretionary Funds shall revert to the SCAQMD.

24. **SECURITY INTEREST** - CONTRACTOR hereby grants SCAQMD a security interest in any and all equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment that is the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing. [\[OPTIONAL\]](#)
25. **NON-DISCRIMINATION** - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
26. **CITIZENSHIP AND ALIEN STATUS**
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. 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.
27. **ASSIGNMENT AND TRANSFER OF EQUIPMENT**
- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.

- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.** [OPTIONAL]
28. 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.
29. 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]
30. KEY PERSONNEL - [OPTIONAL] *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]
31. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
32. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
33. 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.
34. 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.
35. 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.

36. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
37. 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.
38. 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, neither the MSRC nor the SCAQMD shall 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.
39. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
40. PREVAILING WAGES – 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, where applicable, 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.
[OPTIONAL]
41. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. 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 authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
42. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT



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

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Bayron Gilchrist, General Counsel

By: _____

//MSRC Master Boilerplate
Revised January 27, 2016



MODIFIED
**MAJOR EVENT CENTER
TRANSPORTATION PROGRAMS**

**Funding for the Implementation of Zero & Near-Zero
Emissions Transportation for Major Event Center Destinations
in the South Coast Air Quality Management District**

2019 - 2021 Edition

Program Announcement

PA2019-03

Modified September 4, 2020

SECTION 1 - INTRODUCTION

The MSRC's Major Event Center Transportation Program first debuted in 2010, and over the past nine years the MSRC has co-funded numerous programs that provided convenient, low cost transportation alternatives for accessing several major sports and entertainment venues throughout the South Coast region. The purpose of this Program Announcement is to reintroduce the Program and seek cost-effective opportunities to reduce a significant number of automobile trips and their associated air pollutant emissions by shifting attendees of major event center functions out of their personal automobile and onto zero and near-zero emission transportation alternatives.

The past decade has brought significant advancements in automotive technology. Low-emitting gasoline vehicles, hybrid electric vehicles, and a rapidly increasing number of zero-emission electric vehicles have resulted in an overall cleaner fleet of personal automobiles. The past four years reflect an unprecedented stretch of record-breaking annual automobile sales, with these new vehicles replacing older, higher emitting cars. As a result of this fleet modernization, the overall automobile fleet emissions in the South Coast region are about 77% *lower* than when the Event Center Program began in 2010.

To ensure the Event Center program continues to achieve cost-effective air quality benefits, a primary focus of this funding opportunity is to align major event centers with operators of the cleanest vehicles and create a "zero or near-zero" emission transportation option for event attendees.

To facilitate implementation of new or expanded zero and/or near-zero emission transportation program service to major event centers, the Mobile Source Air Pollution Reduction Review Committee (MSRC) has allocated a total of \$6.5M in **Clean Transportation Funding™** for the period beginning April 5, 2019 and ending March 30, 2021. This funding opportunity has at its core the following goals and objectives:

- ⇒ Seek out major event center venues located within the South Coast AQMD jurisdiction that experience high levels of traffic congestion during scheduled events and are not served by, or are insufficiently served by, regular public transit services;
- ⇒ Partner with transportation providers and event center venues to develop and implement new or expanded programs to attract patrons to transit services that are tailored to each venue's scheduled events;
- ⇒ Utilize the cleanest commercially available vehicles to implement the event center transportation service, a minimum of 90% lower emitting than the current "2010" heavy-duty emissions standards;
- ⇒ Encourage transportation providers and event center venues to establish ongoing relationships to continue event-specific transit service beyond the MSRC funding period, including the identification of funding sources in addition to the MSRC to support future transportation services.

This MSRC has offered funding for implementation of Event Center Transportation programs for the past several years. This Event Center Transportation Program funding opportunity spans four *fiscal years* – FYs 2018/'19 through 2021/'22. As noted herein, however, applicants may propose transportation services for a maximum of two event consecutive seasons. Thus, applicants seeking MSRC funding for three fiscal years will be required to submit multiple applications.

To reduce the need to photocopy, package, and physically submit paper applications, the FY 2019-'21 Edition of the Major Event Center Transportation Program **requires that applications be submitted electronically in PDF format using the MSRC Website**. We believe this benefits the applicant, the MSRC staff, and the environment.

While many of the features of the previous event center programs are retained in this funding opportunity, several major changes should be noted:

- ☆ All on-road transportation performing Event Center transportation services under this Program must be zero emission or near-zero emission. This means that the vehicle drive system must be certified by the California Air Resources Board (CARB) as a zero-emission vehicle or meet CARB's Optional Low-NOx Standard of 0.02 grams per brake horsepower – hour (g/bhp-hr).
- ☆ All events receiving MSRC **Clean Transportation Funding™** under this Program Announcement must be held no later than December 31, 2022.
- ☆ Applicants are eligible to propose a maximum of two (2) consecutive event “seasons”, wherein a “season” consists of multiple events or an event that spans multiple days. A mid-project evaluation will be conducted by the MSRC prior to authorization to initiate transportation services for the second consecutive season.

The following Sections describe the eligibility requirements to participate in the MSRC Major Event Center Transportation Services Program, limits on the amount of **Clean Transportation Funding™** available to Program participants, and guidelines for proposal preparation. It is important to recognize that the MSRC must ensure that the use of Clean Transportation funds will result in direct, tangible, and quantifiable air quality benefits. To this end, this Program Announcement stipulates specific performance thresholds and participation obligations that must be met in order to be deemed eligible for an MSRC funding award. Projects submitted for funding consideration will be scrutinized to ensure they meet the minimum eligibility requirements described herein. It is likely that some event center transportation proposals will be deemed ineligible or to offer insufficient benefits and will not receive an MSRC funding award.

MSRC staff members are available to answer questions and provide technical and programmatic guidance as appropriate. Please refer to Section 6 of this document for a list of MSRC Staff contacts.

Available Funding - The total amount of MSRC **Clean Transportation Funding™** allocated for the Major Event Center Transportation Program for three fiscal years is \$6.5M. This funding level is a targeted amount – should meritorious projects be received totaling greater than \$6.5M, the MSRC reserves the right to increase the amount of total funding available.

Also, should the MSRC receive proposals with total requests less than the amount allocated, or if proposals are deemed non-meritorious, the MSRC reserves the right to reduce the total funding available and reallocate funds to other Work Program categories. The MSRC also reserves the right to not fund any of the proposals received, irrespective of the merits of the proposals submitted.

Please note that the source of MSRC **Clean Transportation Funding™** for projects submitted in response to this solicitation is motor vehicle registration fees collected by the California Department of Motor Vehicles (DMV) in accordance with the California Health and Safety Code. Thus, the availability of MSRC **Clean Transportation**

Funding™ is contingent upon the timely receipt of funds from the DMV. Neither the MSRC nor South Coast AQMD can guarantee the collection or remittance of registration fees by the DMV.

SECTION 2 – ELIGIBILITY REQUIREMENTS

This Program Announcement seeks to facilitate the reduction of automobile trips and mitigate traffic congestion by shifting event attendees out of their personal automobile and onto zero and near-zero emission transportation at major event centers that are not currently served by adequate, regularly scheduled transit or shuttle service prior to, during, and following the venue's events.

For the purpose of this Program Announcement, the following eligibility requirements apply:

- **Major Event Center** – a Major Event Center is defined as a publicly or privately-owned, publicly accessible venue located within the geographical jurisdiction of the South Coast Air Quality Management District that possesses the following attributes, at a minimum:
 - Occupancy capacity of at least 7,500 people;
 - Average event attendance of at least 5,000 people;
 - Dedicated parking lot or structure co-located with the event center.
- **Traffic Impacted Event** – A scheduled event held at a Major Event Center that results in recurrent traffic congestion prior to, during, or after the scheduled event whose impact on surrounding roadways, arterials, intersections, or freeways exceeds design capacity;
- **Transportation Provider** – includes but is not necessarily limited to a) public transit agencies, including regional and municipal transit agencies and authorities; b) private transit operators, including subcontractor service providers to public transit agencies; and c) paratransit providers and other licensed, private transportation and shuttle providers;
- **Qualifying Transportation Vehicles** – vehicles proposed for use in Event Center Transportation Services must conform to the following minimum requirements:

On-Road Bus and Shuttle Vehicles:

- All on-road vehicles performing Event Center transportation services under this Program must be certified by the California Air Resources Board as zero-emission vehicles or be equipped with an engine that is certified at CARB's Optional Low-NOx emission standard of 0.02 g/bhp-hr;
- Vehicle Seating Capacity – vehicles must have a minimum seated position capacity of twenty-two (22) occupants;
- Vehicles must meet all Americans with Disabilities Act (ADA), US Department of Transportation (DOT), California Department of Motor Vehicles (DMV), and other applicable regulatory agency requirements.

- **Transportation Deficient** – the Event Center must be Transportation Deficient. This is defined as an Event Center that is not served by regularly scheduled public transit or private shuttle service sufficient to entice patrons to attend the event using public transit rather than private automobile, or is served by public and/or private transportation services that are operating at maximum capacity. **Please note that this Program Announcement is NOT intended to subsidize ongoing public or private transportation services.**

The MSRC seeks the formation of *partnerships* between traffic-impacted, transportation-deficient major event centers and transportation providers who operate qualifying vehicles. The following Sections define who is eligible to submit a proposal to the MSRC, who is eligible to enter in to a contract for event center transportation services, and what transportation costs are eligible for reimbursement by the MSRC:

- ***Who can submit a proposal in response to this Program Announcement?*** Either a qualifying major event center, a qualifying transportation provider, or a County Transportation Commission may respond to this Program Announcement and submit a proposal for MSRC consideration. Proposals may also be submitted from a joint County Transportation Commission/event center/transportation provider partnership. Please note that the following conditions apply:
 - A proposal submitted by a qualifying Major Event Center must identify what Transportation Provider(s) will provide the event center service. The proposal must include a Memorandum of Understanding (MOU) or letter of support between the event center and transportation provider(s) stating their mutual intent to implement and operate event center transit service in accordance with Program requirements in the event the MSRC provides a funding award;
 - A proposal submitted by a qualifying Transportation Provider must identify which Major Event Center(s) will be served in the Program. The proposal must include an MOU or letter of support between the transportation provider and event center(s) stating their mutual intent to implement and operate event center transit service in accordance with Program requirements in the event the MSRC provides a funding award;
 - A proposal submitted by a County Transportation Commission must identify which Major Event Center(s) will be served in the Program and identify what Transportation Provider(s) will provide the event center service. The proposal must include an MOU or letter of support between the County Transportation Commission and transportation provider and/or event center(s) stating their mutual intent to implement and operate event center transit service in accordance with Program requirements in the event the MSRC provides a funding award;
 - A proposal submitted jointly by a County Transportation Commission in partnership with an event center and transportation provider(s) must also include an MOU or letter of support, as above.
- ***Who is eligible to receive an award of MSRC Clean Transportation Funding™ under this Program Announcement?*** While either a County Transportation Commission, major event center or qualifying transportation provider are eligible to submit a proposal, **only the qualifying transportation provider or County Transportation Commission is eligible to enter into a contract on behalf of the proposed event**

center transportation service partnership. The rationale for this restriction is that *only transportation service costs (including transit program and traffic control costs) are eligible for reimbursement under this Program.* Thus, it makes sense that the service provider who incurs direct expenses in providing transportation services be the party to the contract that provides reimbursement. Please note that the MSRC does not enter into three-party agreements.

In summary, major event centers that meet the above eligibility requirements and transportation providers that meet qualifying requirements are eligible to participate in this MSRC Program. Both Event Centers and Transportation Providers are eligible to submit a proposal; however, each party must be identified by name in the proposal, accompanied by a MOU between the named participants. Only the transportation provider can be the MSRC funding recipient and contract signatory.

SECTION 3 - PARTICIPATION GUIDELINES, CONDITIONS & RESTRICTIONS

The following guidelines, requirements, and conditions have been established and apply to all Proposals:

1. **Program Scope** – The primary objective of this Program is to eliminate automobile trips, reduce automobile vehicle miles traveled (VMT), and reduce traffic congestion in the vicinity of a major event center prior to, during, and following an event, resulting in a reduction in air pollutant emissions. Automobile trip reduction and traffic congestion mitigation are achieved by shifting the travel mode of event attendees from their personal automobile and onto new or expanded zero or near-zero emission transportation service or dedicated zero/near-zero emission shuttle event center feeder service. **MSRC Clean Transportation Funding™** is available to co-fund the cost of implementing new or expanded transportation programs. Only direct costs of transportation programs are eligible for reimbursement under this Program. Proposals submitted in response to this Program Announcement must include as named participants the major event center where new or expanded transit or shuttle service will be operated, as well as the transportation provider who will implement the event center transportation program.
2. **Maximum MSRC Funding Limits**– To ensure broad-based participation, the MSRC has established the following maximum funding parameters:
 - a. The maximum total funding award to any entity that provides event center transportation programs under this solicitation shall not exceed 50% of the total Available Funding. The total available funding currently allocated by the MSRC for this Program is \$6.5M. Thus, the maximum total funding award for any single transportation service provider is currently set at \$3.25M. This maximum funding restriction can be waived by the MSRC in the event the MSRC does not receive meritorious proposals from other bidders that meet or exceed 50% of the total available funds, or if the MSRC allocates additional funds to the Program. The MSRC reserves the right to determine which projects, if any, are deemed meritorious and warrant a **Clean Transportation Funding™** award; and
 - b. All events receiving MSRC **Clean Transportation Funding™** under this Program Announcement must be held prior to December 31, 2022.
 - c. Applicants are eligible to propose a maximum of two (2) consecutive event “seasons”, wherein a “season” consists of multiple events or an event that spans multiple days. Applicants are eligible to

submit multiple proposals within the proposal acceptance period commencing on April 5, 2019 and ending on March 30, 2021.

3. **Geographical Funding Minimum** - The MSRC has established a Geographical Funding Minimum for each county within the SCAQMD. The geographical funding minimum amount has been set at \$450,000 per county. This funding set-aside guarantees a minimum level of funding for each county to implement Event Center Transportation projects. At the end of the application submittal period, March 30, 2021, if any county has funds remaining in its geographical minimum, these funds will be made available to qualifying projects from any other county in order of receipt.
4. **Eligible Uses of MSRC Funds** – MSRC funds may be used to offset direct operating costs associated with event center transportation programs. These include transportation operations and traffic control costs as defined below:
 - **Transportation Operations** – Direct costs associated with operations of event center transportation vehicle and/or rail operations subject to the requirements and conditions outlined in Section 2, Eligibility Requirements;
 - **Event Center Traffic Control/Bus Priority** – Costs associated with providing traffic control to provide participating transportation vehicles event center ingress and egress priority may also be proposed as project co-funding. This includes, but is not necessarily limited to: special lane designation for transit vehicles, including cones, lane striping, etc.; traffic control personnel to direct traffic and grant participating vehicles faster entry and exit; designation of areas for drop off and pickup of event center patrons who utilize the transportation service, including directional signage, markings and placards, etc.
5. **Transportation Programs Advertising, Outreach, Marketing, and Promotion** – All event center transportation programs projects that receive an MSRC Clean Transportation Funding™ award must include advertising and promotion of the availability of the service as a project element. ***This is a mandatory component of any MSRC-funded event center transportation programs project.*** Advertising and promotion may include, but is not limited to:
 - a) Radio, television, newspaper, or specialty publication advertisements;
 - b) Print materials;
 - c) Materials developed for incorporation into a website, electronic media, etc.;
 - d) Transportation program kickoff events, ribbon cuttings, or news conferences, etc.
6. **Program Co-Funding Requirements** – Major event center projects funded by the MSRC are required to provide minimum project co-funding in the amounts shown below:
 - ☆ Projects implemented between Program Announcement release and December 31, 2019: Co-funding must be no less than 50% of the total project cost, i.e., a “dollar for dollar match of eligible project co-funding to MSRC Clean Transportation Funding™;

- ☆ Projects implemented between January 1, 2020 and December 31, 2020: Co-funding must be greater than or equal to 55% of the total project cost, i.e., a maximum of 45% of total project costs to be co-funded by the MSRC;
- ☆ Projects implemented between January 1, 2021 and December 31, 2022: Co-funding must be greater than or equal to 60% of the total project cost, i.e., a maximum of 40% of total project costs to be co-funded by the MSRC.

Eligible project co-funding includes the following:

- **Direct Cost Share** – Cash, direct labor, and equipment use contributions from the transportation provider may be accounted for as co-funding;
- **Fare box Revenue** – Fare box revenue collected to augment MSRC-funded transportation program may be documented and applied as co-funding;
- **Transportation Programs Outreach, Marketing, and Promotion** – Direct costs associated with advertising the availability of event center transportation programs may be applied as co-funding. Appropriate outreach may include, but is not limited to, radio, television, newspaper, or specialty publication advertisements, printed materials, materials developed for incorporation into a website, electronic media, transportation program kickoff events, ribbon cuttings, or news conferences, etc.
- **Event Center Traffic Control/Bus Priority** – Direct costs associated with providing traffic control to provide participating transportation vehicles event center ingress and egress priority may also be proposed as project co-funding.

7. **Funding Restrictions** – MSRC funds may only be applied to direct operating costs associated with event center transportation programs. These include transportation operations and traffic control costs only. MSRC funds cannot be used:

- To fund capital acquisition costs associated with transportation vehicle purchase;
- To recoup lost parking lot revenue.

8. **MSRC Funds Remitted on a Reimbursement Basis** - MSRC funds will be distributed on a reimbursement basis only upon completion of approved project milestones and submission of all required reports and invoices.

9. **Additional Conditions on MSRC Funding**

- MSRC projects are funded on a “site-specific” basis; that is, each project is evaluated with respect to the proposed event center’s unique location, traffic congestion, availability of other transportation options, etc. Thus, proposals that result in an award of MSRC funds are not allowed to change the event center venue under any circumstances. In the event the proposed venue becomes unavailable, nonviable, or no longer cost-effective, either contract negotiations will terminate or the contract will terminate, as applicable;
- All projects must include an advertising, marketing, and outreach component. Acceptable outreach strategies are described in the previous section;

- Conflict of Interest – Proposers must identify possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the MSRC. Although the bidder will not be automatically disqualified by reason of work performed for such firms, the MSRC reserves the right to consider the nature and extent of such work in evaluating the proposal;
- Certifications – All Proposers must complete and submit the included Attachment G forms as an element of their Proposal (unless specifically exempted below):
 - Internal Revenue Service Form W-9 – Request for Taxpayer Identification Number and Certification, and Franchise Tax Board Form 590 – Withholding Exemption Certificate. If you are selected for an award, you cannot be established as a vendor without this information.
 - Campaign Contributions Disclosure. This information must be provided at the time of application in accordance with California law. You may be asked for an update when awards are considered.
 - MSRC Prospective Contractor Information. This information is needed to help determine if any financial interests exist under the Government Code or other California law. For purposes of this form, the entity which would enter into a contract with SCAQMD is the Contractor.
 - Disadvantaged Business Certification. The SCAQMD needs this information for their vendor database. It will not be considered in the determination of your MSRC funding award. Governmental entities do not need to complete this form.
- Finally, in accordance with state law, all projects awarded MSRC **Clean Transportation Funding™** are subject to audit. The provisions of the audit are discussed in the Sample Contract, included as Section 9 of this Program Announcement. It is highly recommended that bidders employ government accepted accounting practices when administering their MSRC co-funded project.

SECTION 4 – PROGRAM ANNOUNCEMENT TIMETABLE

The MSRC understands that developing an event center transportation programs project is a complex undertaking. The MSRC also appreciates that events scheduled at a major venue are firm; thus, the MSRC Program is designed to afford potential proposers as much flexibility as possible to allow development of outstanding event center transportation projects.

Table 4-1 - Key Event Center Transportation Programs Program Dates

Program Event	Date
Program Announcement Release	April 5, 2019
Application Submittal Period	April 5, 2019 – March 30, 2021
Latest Date/Time for Electronic Application Submittal	March 30, 2021 @ 11:59 p.m.

SECTION 5 - PROPOSAL PREPARATION & SUBMITTAL INSTRUCTIONS

An Event Center Transportation Project Proposal must be completed and submitted for funding consideration under this Program. Proposals must be prepared and submitted in accordance with the instructions outlined below.

1. **Proposal Preparation** – The following information must be included in all Proposals seeking MSRC **Clean Transportation Funding™** under the Major Event Center Transportation Programs Program:
 - a) **Attachments A-G** - Proposals must include the following completed Attachments, including all required supporting documentation as requested. Proposal Templates and Instructions are included in Section 8 of this Program Announcement:
 - Attachment A: Proposer and Project Participant Information
 - Attachment B: Project Description
 - Attachment C: Project Cost Breakdown
 - Attachment D: Project Implementation Schedule
 - Attachment E: Memorandum of Understanding/letter of support between Event Center(s) and Transportation Services Provider(s) (as applicable)
 - Attachment F: Transportation Service Ridership Estimates
 - Attachment G: Certifications
2. **Electronic Application Submittal Process** – To reduce the need to photocopy, package, and physically submit paper applications, the Major Event Center Transportation Program requires that applications be submitted electronically in PDF format using the MSRC Website. We believe this benefits the applicant, the MSRC staff, and the environment.

The application that will be submitted as a **PDF document** is comprised of seven (7) primary sections – these correspond to the application Attachments A-G as described in the preceding section. Thus, a complete application will be comprised of the following elements:

1. Attachment A: Proposer and Project Participant Information
2. Attachment B: Project Description
3. Attachment C: Project Cost Breakdown
4. Attachment D: Project Implementation Schedule
5. Attachment E: Memorandum of Understanding/letter of support between Event Center(s) and Transportation Services Provider(s) (as applicable)
6. Attachment F: Transportation Service Ridership Estimates

7. Attachment G: Certifications

- a. W-9 Form and Form 590
- b. Disadvantaged Business Certification Form
- c. MSRC Prospective Contractor Information
- d. Campaign Contribution Disclosure Form

These seven sections, including Attachment G certifications, are to be compiled into a **single PDF document** for submittal to the MSRC Clean Transportation Funding Website. **Please note that ONLY PDF format can be accepted. Microsoft Word documents cannot be accepted by the MSRC Website.** Applicants will need to register on the MSRC Clean Transportation Funding website.

Please note that the latest date and time to submit an application is March 30, 2021 at 11:59 pm!

- 3. **Addenda** – The Mobile Source Air Pollution Reduction Review Committee may modify the Program Announcement and/or issue supplementary information or guidelines relating to the Program Announcement during the Proposal preparation and acceptance period of April 5, 2019 to March 30, 2021. Amendments will be posted on the MSRC website at www.cleantransportationfunding.org.
- 4. **Proposal Modifications** - Once submitted, Proposals cannot be altered without the prior written consent of the Mobile Source Air Pollution Reduction Review Committee.
- 5. **Certificates of Insurance** - Upon notification of an MSRC funding award, a certificate(s) of insurance naming the South Coast Air Quality Management District (SCAQMD) as an additional insured will be required within forty-five (45) days. Entities that are self-insured will be required to provide proof of self-insurance prior to contract execution.

SECTION 6 - IF YOU NEED HELP...

This Program Announcement can be obtained by accessing the MSRC web site at www.cleantransportationfunding.org. MSRC staff members are available to answer questions during the Proposal acceptance period. In order to help expedite assistance, please direct your inquiries to the applicable staff person, as follows:

- For **General or Technical Assistance**, please contact:
Ray Gorski
MSRC Technical Advisor
Phone: 909-396-2479
E-mail: Ray@CleanTransportationFunding.org

- For **Administrative Assistance**, please contact:
Cynthia Ravenstein
MSRC Contracts Administrator
Phone: 909-396-3269
E-mail: Cynthia@CleanTransportationFunding.org
- For **Contractual Assistance**, please contact:
Dean Hughbanks
SCAQMD Procurement Manager
Phone: 909-396-2808
E-mail: dhughbanks@aqmd.gov

SECTION 7 - PROPOSAL EVALUATION AND APPROVAL PROCESS

MSRC staff members will screen proposals upon receipt to ensure compliance with all mandatory Program Announcement requirements. In the event a proposal is deemed noncompliant, MSRC Staff will notify the proposer of the issues and corrective actions required. Note that a noncompliant proposal is not considered “received” and will not undergo further evaluation until all proposal deficiencies are remedied.

Proposals deemed compliant will be forwarded to an Evaluation Subcommittee comprised of members of the MSRC Technical Advisory Committee (MSRC-TAC). Proposals will be evaluated in order of receipt using criteria established by the MSRC; these criteria are listed below. Proposals will be recommended for funding based upon their conformance with the established criteria and in accordance with the maximum funding provisions stipulated in Section 3.3 of this Program Announcement. It is possible that all funding allocated to this Program could be fully expended prior to the close of the proposal submittal period, March 30, 2021.

Evaluation Criteria – Proposals will be evaluated using a two-step process. The first step (Step 1) consists of a technical analysis to ensure that the project has a high probability of achieving a net air quality benefit. Only proposals that are determined to result in a net reduction in mobile source air pollution will undergo further evaluation (Step 2). MSRC Staff may request additional information from the project applicant to assist in this determination.

Step 2 continues the assessment of the merits of a proposed Event Center project. The specific criteria to be evaluated are outlined below. Each project will be assessed individually against the evaluation criteria. A maximum of 100 points is available – only projects that receive greater than 70 points will be considered for an MSRC funding award. Projects scoring less than 70 points will not be eligible for an MSRC funding award.

STEP 1: POTENTIAL TO ACHIEVE QUANTIFIABLE AIR POLLUTANT REDUCTIONS - Each project will be analyzed to estimate its potential to achieve motor vehicle air pollution reductions, emphasizing reductions in oxides of nitrogen and particulate matter pollution. Factors to be evaluated include, but are not limited to:

- The types, quantity, emissions profile, and proposed utilization of the vehicles proposed to implement the event center transportation services;

- Event center transportation service ridership estimates based on previous documented event center project results, surveys or focus groups conducted to estimate potential transportation service utilization, etc.;
- The event center location, population density, and location relative to major arterial roadways and freeways;
- Availability of existing transportation options other than personal automobile;
- The number of events scheduled or planned for the event center during the proposed period of program; and
- The average venue attendance.

STEP 2:

1. EVENT CENTER PROJECT COST-EFFECTIVENESS (0 – 50 Points). Cost-effectiveness is a measure of a proposed project's potential for reducing mobile source air pollution relative to the MSRC funding amount sought. This is typically presented in units of "dollars per pound of air pollution reduced". The results of Step 1 will be evaluated in the context of the MSRC funding request. Points will be awarded in accordance with the following cost-effectiveness (CE) matrix:

CE (\$/Lb.)	POINTS
< \$500/Lb.	50
\$500 - \$1,499/Lb.	40
\$1,500 - \$2,499/Lb.	30
\$2,500 - 3,499/Lb.	20
\$3,500 - \$4,499/Lb.	10
> \$4,500/Lb.	0

2. NEXUS TO OTHER PUBLIC TRANSIT SERVICES (0 - 25 Points). MSRC experience over the past nine years has shown that Event Center projects that are ultimately most successful have a high degree of connectivity with other existing public transit services. This criterion evaluates the probability of successfully integrating the proposed transportation program with other existing public transportation services, including connectivity with existing regional or municipal bus service, Metrolink, light rail, transit centers, etc. **Proposers should clearly outline the proposed Event Center transportation connectivity with other existing public transit services in their proposal.**
3. PROGRAM CONTINUATION PLAN (0 – 25 Points). MSRC funding is intended to be "seed funding" to initiate Event Center Transportation services – it is not intended to serve as an ongoing funding source. Event Center projects are required to develop a plan to demonstrate how the service, if successful, will continue beyond the MSRC funding period, including the sources of internal and external revenue that will be pursued to augment and ultimately replace MSRC funding. Projects

that have a definitive plan for continuing transportation programs beyond the initial MSRC funding period will be awarded a higher point allocation.

Proposals deemed meritorious by the MSRC-TAC will be forwarded to the MSRC for evaluation, review, and potential funding approval. Please note that the MSRC retains full discretion and authority as it pertains to a potential award of **Clean Transportation Funding™**. The decision to award funding, or not award funding, will be based on the proposed project's potential to achieve direct and tangible emission reductions. Thus, it is anticipated that not all projects submitted for funding consideration will receive an MSRC award.

SECTION 8 - PROPOSAL ATTACHMENTS – PA2019-03

ATTACHMENT A: PROPOSAL CONTACT INFORMATION

A. Please provide the following Proposer information in the space provided (This is information about the entity submitting the proposal):

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

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

B. Funding Request Summary:

MSRC Clean Transportation Funding™ Requested: \$ _____

Other Co-Funding Applied to Project: \$ _____

Total Project Cost: \$ _____

C. Please provide the following information about the Event Center in the space provided below:

Event Center Name	
Website Address	
Type of Venue	

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

D. Please provide the following information about the Transportation Service Provider in the space provided (If this information was provided in Section 8.A, simply type "See Above"):

Business Name	
Division of:	
Subsidiary of:	
Website Address	
Type of Business	

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

ATTACHMENT B: PROJECT DESCRIPTION

1. **Event Center Description** - Please provide a detailed description of the major event center. At a minimum, provide the following information:
 - a) General Characteristics of the Event Center, including type of venue, facility physical size, occupancy capacity, parking lot capacity, etc.;
 - b) Average number of events held annually or during a full season of operation;
 - c) Average attendance at a regularly scheduled event; peak attendance at special events;
 - d) Traffic conditions in proximity to event center prior to, during, and following a regularly scheduled event. If possible, provide a statement from the City or County Traffic Engineering Department verifying that traffic volumes on adjacent roadways and intersections prior to and following a scheduled event exceed roadway and intersection capacity.
2. **Proposed Transportation Program Description** – Provide a detailed description of the proposed event center transportation program. This should include, at a minimum:
 - a) A description of the vehicles proposed to perform transportation services, including the make and model, model year, engine model and year, alternative fuel type if required, seating positions, and total capacity (seated and standing) for each vehicle proposed to be utilized in event center transportation services.
 - b) The estimated number of events for which transportation program will be implemented. Include event schedules, dates, etc. to the extent feasible.
 - c) A description of how the transportation program services will be conducted, including passenger pickup locations, passenger drop-off locations, anticipated headways, hours of operation, etc.
 - d) For circulator-type transportation services, please include a map of the vehicle route(s) that graphically illustrates vehicle routing, passenger pickup and drop-off locations, etc.
3. **Connectivity with Other Public Transit Service** - Please discuss potential connectivity with other public transit services, including but not limited to potential connectivity with existing regional or municipal bus lines, Metrolink, light rail, transit centers, park and ride lots, etc.
4. **Advertising, Marketing, Outreach, and Promotion of Event Center Transportation Program** – Please describe the plan for conducting outreach and promotion of the availability of event center transportation programs. This may include, but is not limited to, radio, television, newspaper, or specialty publication advertisements; other printed materials; materials developed for incorporation into a website, electronic media, etc., transportation program kickoff events, ribbon cuttings, or news conferences, etc. Please note that outreach and promotion is a mandatory element of any event center transportation program project funded by the MSRC and may be accounted for as an in-kind co-funding contribution.
5. **Program Continuation Plan** – Please describe what efforts will be made by the event center/transportation provider partnership to secure necessary resources to continue event center transportation program beyond the initial MSRC funding period.

ATTACHMENT C: COST BREAKDOWN: Please provide a detailed cost breakdown of the proposed project. Please note that MSRC Clean Transportation Funding™ is intended to help offset the cost of transportation program, and cannot be applied to capital equipment purchases or used to offset lost parking facility revenues. The MSRC reserves the right to exclude cost elements deemed unallowable, as well as award funding in an amount less than the requested amount.

ATTACHMENT D: PROJECT IMPLEMENTATION SCHEDULE

Please provide a Milestone Schedule for your proposed event center transportation program project. This should include, at a minimum, the anticipated date event center transportation program will commence, as well as any additional information regarding scheduled events to be supported by transportation services.

ATTACHMENT E: MEMORANDUM OF UNDERSTANDING/LETTER OF SUPPORT BETWEEN TRANSPORTATION SERVICE PROVIDER (PROPOSED CONTRACTOR) AND EVENT CENTER SITE

For projects seeking MSRC Clean Transportation Funding™ for implementation or expansion of an event center transportation program, a fully executed Memorandum of Understanding (MOU) or letter of support must be submitted as an element of the proposal package.

The MOU/Letter of Support must be provided at the time of Proposal Submittal and must contain the following essential elements, at a minimum:

- The parties to the MOU/Letter of Support, including the transportation service provider(s) and event center site owner or authorized representative;
- The term of the MOU/Letter of Support;
- The specific location of where transportation services will be provided;
- Anticipated dates of transportation service start of operation and completion;
- Executed signatures by individuals authorized on behalf of the parties to the MOU/Letter of Support.

If the proposal package contains a letter of support, an MOU may be required prior to execution of a contract.

ATTACHMENT F: TRANSPORTATION PROGRAM RIDERSHIP ESTIMATES

Please provide an estimate of the anticipated utilization of the event center transportation program if implemented as proposed. Please include any empirical information used to generate ridership estimates, including but not limited to survey results, focus group results, etc.

Please note that as a condition of funding award, the contractor will be required to survey, document, or otherwise quantify the patronage of the event center transportation program in order for the MSRC to quantify motor vehicle emission reductions achieved by the transportation program.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>	
	Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> </div> or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> </div>

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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 for Part II, later.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(p)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft 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.

2019 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS #

Address (apt./sta., room, PO box, or PMB no.) _____

City (If you have a foreign address, see Instructions.) _____

State _____

ZIP code _____

Exemption Reason**Check only one box.**

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 partners 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.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone (____) _____

Payee's signature ► _____ Date _____

2017 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 more information, 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 the real estate withholding requirement.

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 exemption certificate, the withholding agent may accept a letter from the payee as a substitute explaining why they are 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 (TIN). The withholding agent must retain a copy of the certificate or substitute for at least five years after the last payment to which the certificate applies, and provide it upon request to the FTB.

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 nonwage 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 it has qualified through the CA SOS to transact intrastate business. 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 MSRRRA.

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 MSRRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the TIN and check the appropriate TIN box.

You must provide a valid 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 – Follow the country's practice for entering the city, county, province, state, country, and postal code, as applicable, in the appropriate boxes. **Do not** abbreviate the country name.

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

Withholding Agent Instructions

Do not send this form to the FTB. The withholding agent retains this form for a minimum of five years or until the payee's status changes, and must provide this form to the FTB upon request.

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

Website: For more information go to ftb.ca.gov and search for **nonwage**.

MyFTB offers secure online tax account information and services. For more information and to register, go to ftb.ca.gov and search for **myftb**.

Telephone: 888.792.4900 or 916.845.4900, Withholding Services and Compliance phone service

Fax: 916.845.9512

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

For questions unrelated to withholding, or to download, view, and print California tax forms and publications, 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 de habla



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 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 on the SCAQMD website (www.aqmd.gov). The list of current MSRC members/alternates can be found on 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: _____

DEFINITIONS

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

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

MSRC Prospective Contractor Information

1. Contractor (Legal Name): _____

2. Brief Description of Project: _____

3. Did Contractor retain a consultant to help prepare the funding application?

☐ Yes ☐ No

If YES, identify consultant below and then sign and date the form. If NO, sign and date below.

Name of Consultant _____

I declare the foregoing disclosure to be true and correct.

Name: _____

Signature: _____

Title: _____

Date: _____

BUSINESS STATUS CERTIFICATIONS

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

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

Statements of certification:

As a prime contractor to SCAQMD, (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 33.301, and will follow the six affirmative steps listed below **for contracts or purchase orders funded in whole or in part by federal grants and contracts.**

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

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

Check all that apply:

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

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

(a) **Definitions**

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

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

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

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

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

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

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

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

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

- a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or
 - A manufacturer with 100 or fewer employees.
- b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.

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

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

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

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

Most Favored Customer as used in this policy means that the SCAQMD will receive at least as favorable pricing, warranties, conditions, benefits and terms as other customers or clients making similar purchases or receiving similar services.