Attachment 1

Announcing South Coast Air Quality Management District's Lower-Emission School Bus Replacement and PM Trap Retrofit Funding Program

PART A

New Alternative Fuel School Bus Program

To Replace School Buses 1993 and Older

(Eligibility restricted to public school districts)

PART B

PM Trap (Level 3) Filters

(both public school districts and private operators are eligible)

Program Announcement & Application
#PA2015-06

March 6, 2015

Depending upon the number of applications received and availability of funding, the SCAQMD Board retains discretion to make full awards, partial awards, or no awards at all under this Program Announcement. If the choice to make a partial award causes any bidder to withdraw, the funds that would have been awarded to that bidder will be re-allocated to the other bidders or allocated pursuant to a new program announcement. SCAQMD also reserves the right to change any criteria such as the schedule, qualifications, grant provisions and selection criteria outlined in this Program Announcement & Application.

March 6, 2015

The South Coast Air Quality Management District (SCAQMD) is pleased to announce another round of funding opportunity for the implementation of the "Lower-Emission School Bus Program" in the South Coast Air Basin. This program, which supplements earlier programs, is designed to assist school districts and private operators to purchase alternative fuel clean school buses and to retrofit school buses with PM trap filters.

Since 2001, when the Lower-Emission School Bus Program began, SCAQMD has awarded nearly $250 million in state and local funds to: replace 1,400 highly polluting old school buses with clean alternative fuel, primarily CNG, buses and retrofit 3,400 diesel school buses with PM traps.

Since the program's inception in 2001, SCAQMD has been replacing pre-1994 school buses (i.e. 1993 and older) with clean new school buses. SCAQMD is seeking applications from public school districts to replace pre-1994 school buses that weigh over 14,000 lbs Gross Vehicle Weight (GVW). SCAQMD will first replace any remaining pre-1987 buses in the fleets.

Funds for the new School Bus Program will be provided from the Carl Moyer Program AB923 Fund (AB923 fund). The final funding amount will be recommended at the time of SCAQMD Board approval for the proposed awards. Depending on the number of applications received, all the requests may not be funded in their entirety. In the application, school districts are requested to list their pre-1994 buses in their preferred priority order for replacement, either by accumulated mileage, age or maintenance track record. Given that funds may be limited, pre-1994 buses may be replaced in phases. Applicants are encouraged to list their oldest buses first and/or buses with the highest cumulative mileages.

Also with the application, applicants need to submit two Excel sheets electronically (to rgeorge@aqmd.gov):

a) the details of the pre-1994 school buses to be replaced
b) details of all the remaining school buses in the fleet inventory, irrespective of model year (make, model year, fuel type, VIN#, license plate #, engine make, model year, accumulated mileage, average annual mileage etc.) Diesel buses, within 1994 to 2006 model years (inclusive), that have PM traps and that lack PM traps, need to be identified as well.

The **Program Announcement** (PA) application deadline is 5:00 p.m. Friday, June 5, 2015. This PA consists of two key parts:

PART A - School Bus Replacement Program

- Availability of SCAQMD's AB 923 funds to replace pre-1994 school buses (greater than 14,000 GVW) with alternative fuel school buses. Pre-1987 school buses will be replaced first.

PART B - School Bus Retrofit Program

- Availability of AB 923 funds for the retrofit of 1994 - 2006 diesel buses with Level 3 PM trap filters.

Part A:

Highlights of the School Bus Replacement Program

a) Replace pre-1994 school buses

Applicants have to agree to crush a pre-1994 school bus weighing over 14,000 GVWR. Only public school districts and joint power authorities are eligible to apply. For each bus being requested for replacement, school districts must provide the annual CHP292 from year 2010 to present.

In the application, school districts are requested to list their pre-1994 buses in their preferred priority order for replacement, by accumulated mileage, age or maintenance issues. The worst performing pre-1994 buses should be listed first.

For replacement of pre-1994 school buses with alternative fuel buses, public school districts will be required to provide match funding in the amount of $15,000 for a CNG and $10,000 for a propane bus. The SCAQMD will fund the remaining balance of the base price of the bus, in addition to sales tax and the optional fire suppressant system. School districts will also have to pay for any additional discretionary options that they may choose to include on the bus. Furthermore, up to $14,000 per CNG and $5,000 per propane bus will be provided for fueling infrastructure. However, funding provided for infrastructure cannot be used to reduce a school district's local match in instances where the infrastructure funds are not needed.

Schools need to include the latest CARB Executive Order (1 page) for the bus engine being ordered, and specify which piggy-back bid was used to order the new bus (Waterford, Hemet or equivalent). Schools need to operate these new school buses for a minimum of fifteen (15) years from the date of CHP certification.

Please see PART A of this Program Announcement for further details of the Program, procedures to apply and the application forms. The original plus three copies of the application must be received by SCAQMD no later than 5:00 p.m. Friday, June 5, 2015. Before this deadline, two Excel sheets are also needed (one with the details of the pre-1994 buses being replaced and the other with details of the remaining school buses in the fleet).

Part B:
Highlights of the School Bus Retrofit Program

b) Funds for PM Trap Level 3 filters

SCAQMD will administer this Program to retrofit 1994 - 2006 diesel buses with CARB verified Level 3 PM trap filters. Both public school districts and private operators are eligible to apply:

- Funds will be provided to cover all or a substantial portion of the cost of purchase, sales tax, and installation of either an active or passive PM trap filter.
- For active filters, funds will also be provided to cover electrical infrastructure.
- A maximum of up to $2,500 per trap will be available for lifetime PM trap maintenance.
- Up to $250 will be provided, whenever data-logging is mandatory for certain CARB-verified level 3 filters.
- To establish eligibility for SCAQMD funds, during the application process, private transport contractors need to provide copies of their agreements with public school districts to transport their students. Digital copies (attention: Ranji George) are acceptable.

Award recipients are required to operate the school buses with the PM trap retrofits within the South Coast Air Basin for a minimum of five years following the date of PM trap installation.

Should you have any questions regarding this Program Announcement, please contact:

- Ranji S. George, Program Supervisor, at (909) 396-3255
  Email: rgeorge@aqmd.gov.

The program announcement and application document #PA2015-06 can also be accessed via the Internet by visiting SCAQMD's website at **www.aqmd.gov/grants-bids**.

SB 854 provisions on Prevailing Wages (**NEW**)

Recent state legislation SB 854 (http://www.dir.ca.gov/Public-Works/SB854.html) requires all contractors, before they can accept funds from a public agency, to register with the Department of Industrial Relations (DIR). SCAQMD grant provisions will be amended to include the following:

> 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 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.

For additional Prevailing Wage requirements, applicants are encouraged to visit the DIR website: www.dir.ca.gov/PublicWorks/PublicWorks.html

Our main objective is to reduce children's exposure to harmful emissions from diesel school buses. We look forward to receiving your application.

ATTACHMENTS

PART A: Application Form and Procedures to Apply for School Bus Replacement Funds

PART B: Application Form and Procedures to Apply for School Bus Retrofit Funds

CERTIFICATIONS AND REPRESENTATIONS:

- All applicants need to fill in the campaign disclosure forms
- All Applicants need to provide updated Business Contact Information
- New Applicants need to fill in the Taxpayer ID information

PART A

New Alternative Fuel School Buses to Replace Pre-1994 School Buses

(Only Public School Districts and Joint Power Authorities are eligible to apply)

#PA2015-06

March 6, 2015

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I.A. PROGRAM INTRODUCTION

In earlier rounds of funding, using a combination of state and its own funds totaling nearly $250 million, SCAQMD has replaced over 1,400 older diesel buses with new alternative fuel bus, primarily CNG, and has retrofitted nearly 3,400 diesel buses with PM traps. Over 50 percent of these funds have been awarded to school districts located in disproportionately impacted areas.

Funding Available for School Bus Replacement

Background

Under this Program Announcement, SCAQMD is making its own AB 923 funds available for replacement of pre-1994 school buses with alternative fuel new school buses. Only public school districts and joint power authorities are eligible to apply under this program

For replacement of pre-1994 school buses with alternative fuel buses, public schools will be required to provide match funds in the amount of $15,000 for a CNG and $10,000 for a propane bus. The SCAQMD will fund the remaining balance of the base price of the bus, in addition to sales tax and the optional fire suppressant system. School districts will also have to pay for any additional discretionary options that they may choose to include on the bus.

Furthermore, up to $14,000 per CNG and $5,000 per propane bus will be provided for fueling infrastructure. Funding provided for infrastructure cannot be used to reduce a school district's local match in cases where the infrastructure funds are not needed.

Emission Limits

- The new alternative fuel school bus must be certified to an emission limit of 0.2 g/bhp-hr (NMHC and NOx) and 0.01 g/bhp-hr for PM.

I.B. PROGRAM SCHEDULE

The implementation schedule is outlined below.

Tentative Schedule for School Bus Replacement Program

March 6, 2015 (Friday)	Issue the Program Announcement & Application #PA2015-06.
June 5, 2015 (Friday)	**Applications due by 5 p.m. for school bus replacements** and **retrofits**. Applicants are encouraged to apply well before this deadline.
October 2, 2015 (Friday)	SCAQMD Board to consider approval of the school bus replacement awards.

February 15, 2016	All school bus orders must be placed with vendors by school districts. Copies of vendor quotes and purchase orders faxed to SCAQMD (attn. Ms. Lily Garcia, fax (909-396-3774).
September 30, 2016	New buses delivered and CNG infrastructure completed.
November 15, 2016	All requests for reimbursement submitted by school districts, along with evidence of bus crushed.

I.C. APPLICATION SUBMITTAL

The applicant shall submit **four copies** (1 original and 3 copies) of the application, each marked "**Program Application #PA2015-06 (Part A).**" These four copies should be placed together in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the applicant, **no later than 5:00 p.m., Friday, June 5, 2015**.

The application package must be addressed to:

Mr. Dean D. Hughbanks, Procurement Manager
Re: "Program Application #PA2015-06
School Bus Replacement
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

All the school bus replacement applications must be **signed by the school's superintendent**.

I.D. PARTICIPATION GUIDELINES, REQUIREMENTS, & CONDITIONS

GRANT PROVISIONS FOR SCHOOL BUS REPLACEMENT & INFRASTRUCTURE

A. School Bus Replacement Criteria Overview

1. Only public school districts within the jurisdiction of the SCAQMD that own and operate school buses, including under provisions of a joint powers authority, can apply for funding. The program is for replacement of:
    - pre-1994 school buses with new alternative fuel buses; and
    - pre-1994 school buses to be replaced must have continuous CHP certification from 2010 onwards.

    All the replaced and the new replacement buses must have a manufacturer gross vehicular weight rating (GVWR) of greater than 14,000 pounds and be powered by a heavy-duty engine (CARB classification).

2. Only replacement buses will be funded. Fleet expansion buses (that fail to crush an existing school bus) will not be eligible for funding.

3. Only alternative fuel engines that meet the following emission criteria will be eligible for funding

    - 0.2 g/bhp-hr NMHC + NOx or lower, and 0.01 g/bhp-hr PM or lower.

4. Availability of alternative fuels to refuel the newly acquired buses shall be documented. The school district can apply for fueling infrastructure funds. If awarded, school districts are eligible up to an additional ten percent of the bus award, and in the case of CNG buses, not exceeding $14,000 per CNG bus, or $5,000 per new propane bus awarded from AB923 funds. These infrastructure funds cannot be used to reduce the school district's local match requirement.

5. Priority shall be given to replacement of the oldest buses from the group of buses applied for the Program. Pre-1987 buses will be replaced first.

6. Only pre-1994 school buses with continuously certified CHP certificates since 2010 are eligible for replacement.

7. All pre-1994 school buses proposed for replacement must be in current use. These buses must have a CHP certificate valid as of December 31, 2010, and continuously thereafter, and a valid, verifiable DMV license. The application form calls for specific information related to the replaced bus. Additional information may be required as evidence that these buses are in operation. If there is a break in documentation, please inform the SCAQMD's Program Supervisor Ranji George (rgeorge@aqmd.gov).

8. Complete documents pertaining to the replaced bus, new bus purchase, vendor quotes, and proof of crushing must be kept in files for a period of seven (7) years after the date of removal of the existing bus. Access to these files, and personnel involved in the transactions, should be allowed in the event of an audit from either state or local authorities.

9. Schools need to include the latest CARB Executive Order (1 page) for the bus engine being ordered and specify which piggy-back bid was used to order the new bus (Waterford, Hemet or equivalent).

10. With the application, applicants must include a print-out of the current fleet composition with details of every bus and its engine currently operating in its fleet (make, model year, fuel type, VIN#, license plate #, engine make, model year, accumulated mileage, average annual mileage etc.) Diesel buses, within 1994 to 2006 model years (inclusive), that have PM traps and that lack PM traps, need to be identified as well. Additionally, an Excel version of the fleet composition should be sent directly to the Ranji George at rgeorge@aqmd.gov.

B. Infrastructure Criteria Overview

1. If funds for CNG infrastructure are required, the applicant must make such request, and provide justification for the funds requested.

2. Requested funds should offset the cost of procuring new slow-fill alternative-fuel refueling equipment or expanding the capacity of an existing refueling station.

3. New capacity requested will be directly related to the capacity needed by the new CNG buses awarded through this program.

4. Upon approval, funding may be used to purchase slow-fill equipment or used to buy down the cost of a public access fast-fill facility based on estimated cost of slow-fill capacity needed for the new buses.

FUNDING ALLOCATIONS

A. Amounts of Funding

1. Public school districts can use any legally valid piggy-back bid in the State of California to purchase new CNG buses. Examples include, but are not restricted to, the Waterford and Hemet bids. Funding requested for purchase of a bus shall be consistent with the prices on the legally valid piggy-back bid. With the exception of the alternative fuel option, and onboard fire-suppressant system or gas detector system, the applicant is responsible for the cost of any options not included in the prices on the list.

2. SCAQMD will first deduct the school match requirement, and then pay the difference between the retail price of the school bus, including sales tax as agreed upon by the SCAQMD.

3. SCAQMD will cover the cost of the optional fire suppression system and/or gas methane detector for a combined total of $4,500 per bus.

4. The basis for the amount of funding requested for purchase of alternative-fuel refueling infrastructure shall be documented in the application. Amounts requested for funding shall be based on the cost of slow-fill stations. Awards shall not exceed $14,000 per new CNG bus awarded, or $5,000 per new propane bus awarded. These amounts will be paid through AB 923 funds.

B. Matching Fund Requirement

1. For replacement of 1993 and older model year in-use school buses, applicants shall provide local cost-share/match funds in the amount of $15,000 per CNG bus and $10,000 per propane bus. This required cost-share cannot be offset using infrastructure funds.

2. The applicant shall have its fueling infrastructure funds for the purchase, upgrade, installation and operation of the alternative-fuel refueling infrastructure.

3. The source of match funding for bus purchases and infrastructure shall be documented and attached to this application. If other grant funds are being used as match funding, detailed information on required use of those funds shall be included.

4. Carl Moyer Program funds may not be used as match funding to purchase new buses.

C. Authorizing Signature

The submitted school bus replacement application, and its 3 copies, shall have the school district's superintendent's signature. Applications without authorizing signatures will not be accepted.

D. Disbursement of Funds

1. Following receipt of the grant award from SCAQMD, the school district must provide a copy of the grant agreement and key attachments to the selected vendor(s). Per the provisions of the grant, a purchase order shall be placed without delay to allow for the prompt delivery of the buses.

2. Funds will be paid on a reimbursement basis to the vendor, following the delivery of the new school bus(es) to the applicant.

3. Vendors should be encouraged to directly invoice SCAQMD for SCAQMD's share of funds. Applicants shall cooperate fully with the vendor to provide the vendor the various documents SCAQMD would need before reimbursing the vendor. These documents are listed in the grant agreement.

4. All buses must be physically delivered to the customer by **September 30, 2016.**

5. Proof of vehicle delivery and supporting documents, as required in the grant, must accompany any request for reimbursement of approved funds. School district must identify any options purchased over and above those included in the base price, and alternative fuel option. Besides the fire suppression and/or gas detection systems, for which SCAQMD will pay up to $4,500, other discretionary options must be paid by the

school district. The receipt of vehicle should be signed by the Director of Transportation before submission to SCAQMD.

6. All requests for reimbursement along with proof of crushing must be received by **November 15, 2016**. Monies owed will be paid directly to the bus vendor.

7. Funds will be paid on a reimbursement basis at the time of completion of the alternative-fuel refueling facility. CNG infrastructure must be completed by **September 30, 2016**. Proof of completion shall accompany any request for reimbursement of approved funds. All requests for reimbursement must be signed by the transportation director and received by SCAQMD on or before **November 15, 2016**. Monies owed will be paid directly to the infrastructure provider.

PROJECT IMPLEMENTATION

A. *Preferred List of School Bus Replacement*

Applicants are encouraged to list their pre-1994 buses in order of applicant preference. If a priority list is not indicated, from the pool of buses requested for replacement by an applicant, either the oldest buses or the buses with highest cumulative mileage will be replaced first.

B. Project Completion Deadlines and Penalties

1. School bus purchase orders must be placed no later than February 15, 2016.

2. New buses must be delivered no later than September 30, 2016. The business entity responsible for delaying the delivering of the buses may be subject to $100 per day per bus penalty for buses delivered after September 30, 2016.

3. All requests for reimbursement for purchases submitted by school districts, along with evidence of bus crushed, and other documentation, should be submitted to SCAQMD by November 15, 2016.

C. Monitoring and Reporting

1. School districts must notify the SCAQMD's Technology Advancement Office when the funded buses are ordered and again when the buses arrive on site. Prior to reimbursement, an inspection by SCAQMD may be required.

2. School districts must notify the SCAQMD's Technology Advancement Office when any equipment is ordered for the refueling station, and when the equipment is operating. Prior to, or following reimbursement, an inspection by SCAQMD may be required.

I.E. IF YOU NEED HELP

This Program Announcement and Application can be obtained by accessing the SCAQMD website at www.aqmd.gov/grants-bids. SCAQMD staff members are available to answer questions during the application acceptance period. n order to help expedite assistance, please direct your inquiries to the applicable staff person, as follows:

- For **General, Administrative, or Technical Assistance**, please contact:

  Ranji S. George
  Program Supervisor
  Technology Advancement Office
  Phone 909-396-3255
  Fax: 909-396-3252
  rgeorge@aqmd.gov

- For **Questions on Invoices and Contracts**, please contact:

  Drue Hargis
  Senior Public Information Specialist
  Technology Advancement Office
  Phone: 909-396-3237
  Fax: 909-396-3774
  dhargis@aqmd.gov

  Lily Garcia,
  Technology Advancement Office
  Phone: 909-396-2832
  Fax: 909-396-3252
  lgarcia1@aqmd.gov

Appendix A

Lower-Emission School Bus Program

APPLICATION FOR LOWER-EMISSION SCHOOL BUS REPLACEMENT AND INFRASTRUCTURE GRANT

Fiscal Year 2014-2015

#PA2015-06 – (Part A)

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GRANT APPLICATION FORM FOR THE
LOWER-EMISSION SCHOOL BUS REPLACEMENT PROGRAM
Program Announcement #PA2015-06
(Please return signed application with next 4 pages filled out)

School District: _____

Street Address:_____

City: _____ County:_____ State: CA. Zip Code: _____

School District Primary Contact Person:_____

Name/Title:_____

Phone No.: _____ Ext:_____ Fax: No.:_____

Email (please print): _____

Alternative Contact (name, title, phone, email address – please print)
_____

# of Buses Requested_____

Bus Replacement Funds Amount Requested_____

Matching Funds Amount: _____

Sources of School District Matching Funds (please list by amount):
_____

Documentation must be attached to this application explaining the source of match funds, and the need for CNG infrastructure funds. An authorizing resolution from the school board approving the match funds must be attached. If the resolution is not available at the time of the application submission, it should be sent to the program supervisor within 2 months the application submittal.

Fueling Infrastructure Funds Amount Requested: _____

# of CNG buses owned and currently operated by School District: _____

If not on premise, identify the nearest refueling facility and one-way distance to the facility:_____

Superintendent's Signature:_____

Name of School Official (please print):_____ Date Signed _____

INFORMATION ON EXISTING BUSES TO BE REPLACED

- List only pre-1994 Buses (1993 or older) with GVWR above 14,000 lbs
- For each bus, please include CHP 292from 2010 onwards to present (or alternatively, CHP 343As).
- Please list these pre1994 buses in your preferred order of priority for replacement: the least desirable buses first (either by accumulated mileage, or age or maintenance issues)

Bus ID No.	**Make, Model, Year of pre-1994 bus**	**VIN No.**	**GVWR (must be at least 14,000 lbs)**	**Odometer Mileage**	**Engine Make & Model, Year**	**DMV License Plate**	**CHP 292/343 from 2010 onwards? (Yes/No)***

*Attach CHP 292 certificates for each bus listed above. CHP certificate for each bus must be continuously valid since 2010 onwards to present (Attach a note, if there is any problem or an issue we need to address.). <u>Without CHP certificates, application will not be processed.</u>

- With the application, a copy of the school board resolution authorizing submittal of the application and identifying the individual authorized to implement the school bus replacement project

- For each pre-1994 bus listed above, please include the following in the application package:

  - DMV Registration
  - DMV Title
  - CHP292s for year 2010 to present.
  - (Alternatively, CHP 343A that confirms that the bus passed CHP inspection for that year)
  - Clear photo of the data label tag of the bus confirming VIN# and GVWR of the bus
  - Clear photo of the Engine Label

- If we replace the above pre-1994 buses, are there any remaining pre-1994 buses in the fleet (with over 14,000 pounds GVWR)? _Yes/No

- If yes, how many pre-1994 buses left?_____

- Total number of 1994 and newer diesel buses in the fleet_____

  - # of buses with Level 3 PM traps (1994 and newer)_____

  - # of buses without Level 3 PM traps (1994 and newer)_____

- Total number of CNG buses in the fleet_____

- Do you have CNG refueling site at your facility? _____Yes/No

- Fleet Inventory: Please provide details of each school bus that remain in School District fleet in an Excel worksheet. Please include details of each bus (make, model, manufacturer, passenger capacity, engine make, model, year, fuel type, VIN#, license plate, accumulate mileage) . For 1994 and newer models, please identify which diesel buses have Level 3 PM traps and which do not. Please print this Excel worksheet and attach to application, and send an electronic version to Ranji George at rgeorge@aqmd.gov.

INFORMATION ON NEW BUSES
PROPOSED TO BE PURCHASED
(Please include ARB Executive Order of the Bus Engine being purchased)

(Purchase and sales information of the new buses must be from a legally valid piggy-back bid)

Name of Vendor	Final Price quoted by Vendor (inclusive of sales tax)*	Make	Model	Year	GVWR	# of Passengers

*Please identify the piggy-back bid used to order the above. Also, identify any discretionary options being purchased by the school district. Besides the fire suppressant or gas detector, and the CNG package, SCAQMD will not pay for any discretionary option above those included as standard in the base bid.

Please document availability of CNG refueling station for the new bus purchases:

_____

_____

_____

.

FUEL INFRASTRUCTURE GRANT APPLICATION (#PA2015-06)

Please answer all questions below. If non-applicable, write N/A.

Amount of funds requested: _____

Number of new CNG school buses applied for: _____

Number of CNG buses presently on site: _____

The requested funds will be used for (please circle one):

New Facility / Upgrade Existing Facility

Local Gas Utility Company

_____

Distance (miles) to nearest off-site CNG Fueling Station: _____

Please attach a statement of reasons why it is not feasible to refuel at an off-site fueling station.

Existing fueling station:

Actual size of on-site CNG compressor, if any (In CFM) _____

CNG Fuel Storage Capacity if any: _____

Actual number of CNG Fueling Posts (two hoses/post): _____

Natural Gas Pressure at Main (PSIG): _____

Is this station accessible to the public? YES / NO

New fueling station:

CFM capacity needed for additional buses: _____

Number of CNG Fueling Posts needed (two hoses/post): _____

Will this station be accessible to the public? YES / NO

South Coast
Air Quality Management District

SAMPLE GRANT FOR NEW BUS AWARD (not to be returned with application)

Sample Provisions. SCAQMD reserves the right to amend these provisions.

GRANT AWARD & AUTHORIZATION FORM
Lower-Emission School Bus Replacement Funding Program
Pursuant to Program Announcement #PA2015-06

Your grant application, to replace pre-1994 buses with new buses, has been approved for funding by the South Coast Air Quality Management District ("SCAQMD") Governing Board. A summary of the grant provisions are listed below:

GRANTEE	
Grant Number	
Number of CNG School Buses Awarded	
Required School Match for Above Buses (at $15,000 per pre-1994 bus replaced)*	
a. Total School Bus Replacement Grant Award	
b. Total Award for Installing Fire- Suppression Systems and/or Methane Detection System (with a maximum of $4,500 per bus)	
c. Total Infrastructure Grant Award	
Maximum SCAQMD Award (a+b+c+d)	
Source of Funding	*Fund 80/AB 923*
Deadline for Physical Delivery of All Buses	**Not later than September 30, 2016**
Deadline for the Installation of the Alternative Fuel Station	**Not later than September 30, 2016**
Agreement Term with SCAQMD	**December 30, 2021**
Date to which School District must own and operate the new bus received under this Program	**At minimum, to December 30, 2031**
Date to Which All Records (relating to this Grant) Need to be Retained	**December 30, 2033**

1. PARTIES - The parties to this Grant Award Agreement ("Agreement") are the South Coast Air Quality Management District ("SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and School District ("GRANTEE") whose address _____

2. AGREEMENT TERM – The term of this Agreement is from the date of execution by both parties through **December 30, 2031**, unless further extended by amendment of this Agreement in writing. No work shall commence until this Agreement is fully executed by all parties. The project must comply with the 2008 California Air Resources Board's (ARB) Lower-Emission School Bus Program Guidelines, dated April 15, 2008, including associated Advisories/Mailouts (subsequent revisions to the Guidelines), and must meet all program requirements for the full term of this Agreement. Inclusive of the Agreement term, there are two timeframes: A) **Project Completion**, which is from the date of grant execution to the date the last new school bus has been ordered, delivered and placed into operation; and B) **Project Implementation**, which is from the date the final invoice has been paid until the end date of this Agreement.

3. ADDITIONAL TERMS –To receive funds pursuant to this Grant, GRANTEE must comply with all of the following terms and conditions including those set forth in the following documents, which are attached and incorporated as part of this Grant.
   a. Information on the CNG bus(es) to be purchased **(Attachment A-1)**;
   b. List of pre-1994 school buses that must be crushed and permanently removed **(Attachment B-1)**;
   c. Reporting Data on Old and New School Buses, replaced and purchased under this Funding Program (Excel format) **(Attachment C-1)**;
   d. Lower-Emission School Bus Replacement and PM Trap Retrofit Funding Program Announcement and Application **#PA2015-06** dated March 6, 2015 (Attachment D); and
   e. 2008 ARB Lower-Emission School Bus Guidelines, dated April 15, 2008, and associated Advisories/Mailouts, which are available at the following ARB web link: **http://arb.ca.gov/bonds/schoolbus/schoolbus.htm**.

   In addition to the terms and agreements in this Grant and above, if a document was required as part of the application as specified by the Program Announcement, and has not yet been provided by GRANTEE to the SCAQMD, GRANTEE must provide such prior to grant execution.

4. PROVIDE VENDOR COPY OF GRANT - Copies of this Agreement must be provided to the vendor(s) selected to provide new CNG bus(es) and to vendor(s) selected to provide and/or install alternative fuel infrastructure. This will, among other elements, enable the vendor to assist GRANTEE in complying with the terms and conditions of this Grant.

5. VENDOR TO DIRECTLY BILL SCAQMD - SCAQMD prefers that each vendor bill SCAQMD directly for alternative fuel bus(es) delivered and alternative fuel station installed pursuant to this Agreement. GRANTEE is discouraged from paying the vendor directly, but if it does the GRANTEE must submit copies of the front and back of all cancelled check(s) paid to vendor along with all the required documentation listed in Clause 11 below (for buses) and/or Clause 16 (for alternative fuel infrastructure).

6. PROJECT MILESTONES – GRANTEE must achieve the following milestones under this Agreement:
   a. Issue purchase order (PO) to purchase new bus(es) by **February 15, 2016**;
   b. Have all new buses delivered by vendor to GRANTEE no later than **September 30, 2016**;
   c. Ensure that the new CNG bus(es) comply with the NO_x and PM certification standards listed in the 2008 ARB Lower-Emission School Bus Guidelines and/or Advisories/Mailouts **(see Attachment A-1);**
   d. Crush and permanently remove one pre-1994 school bus listed in **Attachment B-1** for every new bus purchased, within three weeks of receiving the new CNG and propane bus(es);
   e. For reimbursement for new buses, vendor to submit invoice, along with required documentation from GRANTEE, to SCAQMD no later than **November 15, 2016** (see Clause 11 below for required documents to accompany new school bus invoice);

f. Install Alternative Fuel Station or complete upgrades to existing station no later than **September 30, 2016**, if applicable;
g. For reimbursement for alternative fuel infrastructure, vendor to submit invoice along with required documentation to SCAQMD no later than **December 15, 2016** (see Clause 16 below for required documents to accompany infrastructure invoice);

7. PURCHASE ORDER & PENALTIES - GRANTEE must place purchase orders for the new bus(es) no later than **February 15, 2016.** Prior to its issuance, a copy of the purchase order from GRANTEE to the school bus vendor (and if applicable to the alternative fuel station installer) must be faxed to Ms. Lily Garcia at fax number (909) 396-3774 (or sent via email to lgarcia1@aqmd.gov) no later than **February 5, 2016.** Per CARB guidelines, a provision shall be explicitly included in the purchase order stating: "A withhold of $100 per bus per day will be imposed on the vendor by the SCAQMD for each day and each bus that is delivered after **September 30, 2016**. to the GRANTEE." In addition, the purchase order shall include the following clause: "Bus vendor shall invoice SCAQMD directly for GRANTEE's award."

8. CRUSHING CERTIFICATE AND REQUIREMENTS - Within three (3) weeks of physically receiving the new bus(es), GRANTEE shall select a crushing company, pre-approved by SCAQMD in writing, to permanently remove its pre-1994 school bus(es), as listed in **Attachment B**. The terms "crush" and "dismantle" are interchangeable and are defined as "to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part". The crushing company must issue a **crush certificate**, signed and dated by the company, which includes the following: a) confirmation that the pre-1994 bus(es) has been permanently destroyed; b) statement that the method used to dismantle the non-engine portion of the bus, the engine and power-train complies with the definition of dismantle as defined in this clause, including affirmation that the crushed buses had a 4-inch hole cut into the engine block, and date dismantled; and c) the **Engine Serial Number** and **VIN** of the bus(es). For the crushed buses, GRANTEE must also provide clear photographs of each destroyed engine and vehicle.

9. PAYMENT TERMS - Up to the amounts specified in the above table, SCAQMD will pay for new alternative-fueled school buses acquired through a legally valid competitive bid in California, in an amount not exceeding the base price (covering listed base options), the cost of the CNG/ propane option and sales tax, less GRANTEE's required match amount. To prevent delays in payment, *within three weeks* of physically receiving the new bus(es) from the vendor, GRANTEE agrees to permanently remove its pre-1994 buses, as listed in Attachment B, and as listed in **Clause 11 below** provide all the required documentation to the bus vendor for invoice processing.

10. ADDITIONAL SAFETY OPTION PAID. SCAQMD requires installation of safety system, i.e. either a methane detection system and/or a fire-suppression system on each alternatively fueled bus. If installed at time of purchase, SCAQMD will pay an additional $4,500 per bus maximum for this option.

11. DOCUMENTATION NEEDED FOR PAYMENT OF NEW BUS(ES)
GRANTEE shall coordinate with bus vendor to provide SCAQMD with the following documentation:
    a. **Original invoice** for each bus identifying:
        i. details of each bus delivered including, but not limited to, the make, model year of the engine; bus make, model, year, vehicle identification number (VIN), passenger capacity, gross vehicle weight and wheel-chair capacity, if any;
        ii. whether or not each bus has a fire-suppression and/or methane detection system;
        iii. special options ordered by the school district over the base;
        iv. alternative fuel package, sales tax and school district's contribution;
        v. SCAQMD's contribution; and

vi. engine and bus details for each crushed bus. These must include engine serial number, engine family, make, model year of the engine; and bus make, model, year, vehicle identification number (VIN), passenger capacity, gross vehicle weight, and wheel-chair capacity, if any.

b. **Cover letter** (an original) signed and dated by GRANTEE's Director of Transportation, or his/her equivalent, confirming, under penalty of perjury, the following:
   i. details of the new buses delivered as listed in Clause (11)(a)(i) above;
   ii. grant number to which the invoice should be charged;
   iii. date when the bus was physically delivered to the school district;
   iv. whether or not a methane detection and/or fire-suppression system was installed;
   v. approval of the invoice and its contents;
   vi. (new) whether CNG station funds will be used to reduce Grantee match requirements
   vii. that SCAQMD should pay SCAQMD's contribution to the bus vendor directly; and
   viii. that the school district will pay its contribution directly to the bus vendor.

c. **The latest CHP certificate(s**) for the permanently removed bus(es) indicating that these pre-1994 buses were operating since 2010 onwards to present.

d. **Certification from the crushing company** that the pre-1994 bus listed in Attachment B has been permanently removed. GRANTEE must ensure that the engine and power-train are irreversibly destroyed**. Engine Serial Number and VIN(s)** of the permanently removed bus(es) must be listed on the certificate. Prior to sending the bus for crushing, a clear picture of both the bus ID label and engine ID label must be taken and submitted to SCAQMD with invoice package.

e. A copy of the **first page** of this Grant Award (that contains the Summary Table) and **a copy of Attachment B** attached to this Grant Award (that lists the pre-1994 buses to be crushed) Identify and highlight the bus(es) listed in Attachment B that were permanently removed. VIN(s) and details of the permanently removed bus(es) submitted with the invoice and cover letter must match Attachment B.

f. The above documentation must be received by SCAQMD on or before **November 15, 2016.** Please submit these documents to the attention of Ms. Drue Ann Hargis, TAO, SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765.

g. Three electronic files to be sent to Mr. Ranji George that includes (a) an Excel File listing grant and old and new bus information required in Attachment C (Reporting Data on School Bus Replacements), (b) Electronic print-out of the Grantee's current fleet inventory, with details of each school bus in the fleet (see application in program announcement on required details) and (c) PDF scan of the whole invoice package,

12. TERM OF OWNERSHIP - GRANTEE (school district) is required to own and operate the newly acquired CNG buses within the South Coast Air Quality Management District for **at least fifteen years** from the date of physical delivery.

13. RIGHT OF INSPECTION – Before payment of invoice, SCAQMD and CARB reserve the right to inspect all school buses and alternative fuel infrastructure purchased and/or installed pursuant to this Agreement.

14. ALTERNATIVE FUEL INFRASTRUCTURE – SCAQMD requires the following:
   a. that alternative fuel infrastructure be installed by a licensed contractor;
   b. that the installing contractor have substantial direct experience in installing alternative fuel infrastructure;
   c. that the alternative fuel infrastructure funded under this Agreement comply with all applicable laws, regulations and codes including, but not limited to, those pertaining to building, safety, fire, health, public contracting and public works, and with any local codes that may provide additional safety;
   d. that a fire permit or equivalent certification be issued by a licensed engineer, a copy of which must be enclosed with the invoice for infrastructure;

e. that the alternative fuel infrastructure construction must be completed by **September 30, 2016**, unless SCAQMD grants a written extension due to exceptional circumstances; and
f. that Grantee place an SCAQMD logo, as a permanent fixture, in a prominent location at their fueling station; the design and format of the SCAQMD logo will be provided by SCAQMD's program supervisor.

15. PREVAILING WAGES FOR INFRASTRUCTURE CONSTRUCTION. GRANTEE 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"). GRANTEE and all of GRANTEE's subcontractors must comply with the California Public Works Contractor Registration Program and must be registered with the DIR to participate in public works projects. GRANTEE 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. GRANTEE and GRANTEE's subcontractors 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.

16. DOCUMENTATION NEEDED FOR PAYMENT FOR ALTERNATIVE FUEL INFRASTRUCTURE
GRANTEE shall coordinate with all infrastructure contractors to provide SCAQMD with the following documentation:
    a. **An itemized invoice** (an original) must be submitted from the infrastructure contractor verifying installation, acceptance and operation of the alternative fuel refueling station. The invoice should include applicable details of the equipment installed (make, model, flow rate, horsepower capacity, inlet and outlet pressure, number of dispensing hoses, etc.), the cost of materials and labor, sales tax, warranties, and, if applicable, maintenance agreement.
    b. **Evidence that a fire permit** or equivalent certification by a licensed engineer was issued for installation of the alternative fuel refueling station.
    c. **Cover letter** (an original) signed and dated by GRANTEE's Director of Transportation, or his/her equivalent, confirming, under penalty of perjury, the following:
        i. the invoice contents
        ii. the grant number to which the invoice needs to be charged
        iii. specific details of the work done
        iv. date of completion of infrastructure construction
        v. acceptance of the infrastructure construction
        vi. that SCAQMD should pay SCAQMD's contribution to the vendor directly,
        vii. that the school district will pay its contribution to the vendor directly; and
        viii. that the SCAQMD logo has been permanently installed at the station.
    d. **Copies of the bid documents**, if any, issued by GRANTEE (school district), responses to the bid, engineering drawings in 8.5 by 11 size, and photos of the final installation.

17. DEADLINE FOR ALTERNATIVE FUEL STATION DOCUMENTATION – Above documentation for CNG/propane station upgrades must be provided to SCAQMD no later than **December 15, 2016.** Please submit these documents to Ms. Drue Ann Hargis, TAO, SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765.

18. NON-COMPLIANCE – SCAQMD reserves the right to cancel this Agreement or withhold payment for GRANTEE's non-compliance with the Agreement. Further, SCAQMD reserves the right to cancel the Agreement if it is not executed by GRANTEE in a timely manner.

19. ENFORCEMENT – SCAQMD and CARB have the authority to enforce the terms of this Agreement at any time during the Agreement term plus two years. SCAQMD and CARB will seek whatever legal, equitable and other remedies are available for the GRANTEE's failure to comply with the terms of this Agreement or with the Lower-Emission School Bus Program requirements incorporated herein.

20. AUDIT RIGHTS – SCAQMD, CARB, and the California Department of Finance, or their designee(s), shall have the right to inspect the buses purchased under this Grant, alternative fuel station installed, and review and copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to allow the auditor(s) access to these new buses, and records during normal business hours and to allow interviews of any employees who might reasonably have information related to such these buses and records.

21. AUDIT OF SUBCONTRACTORS - GRANTEE must include a similar right, as Clause 20 above, for the State and SCAQMD, or their designee(s), to audit records and interview staff in any subcontract related to the performance of this Agreement.

22. REPORTING REQUIREMENTS - During the term of this Agreement, GRANTEE agrees to provide periodic reports to SCAQMD on the implementation of this award, including but not limited to, entering detailed information in SCAQMD and/or ARB's School Bus database on each bus that is replaced and purchased under this Award, and on the alternative fueling station upgrades. GRANTEE will require its Vendor to cooperate in providing these reports. SCAQMD will specify the frequency and format of these reports.

23. RECORDS AND RECORDS RETENTION – GRANTEE shall maintain and retain records related to this Agreement for the Agreement term plus two years, or until **December 30, 2033**, whichever is later. These records shall be maintained in print form for the first seven (7) years of this Agreement but may be maintained electronically thereafter. These records include but are not limited to the following:
    A. Application and all documents provided with and subsequent to the application submittal;
    B. Clear, legible copy of a photograph of the data tag of the old bus to be replaced/crushed;
    C. CHP certificates (**292 or 343A)** of the buses being crushed since year 2008 to the date of crushing;
    D. A copy of the DMV registration and DMV Title of ownership of each new bus and old bus being crushed;
    E. Vendor quotes for the new buses and station upgrades;
    F. A copy of the ARB engine certification for the bus engines purchased under this Agreement;
    G. Purchase orders for the buses and alternative fuel station upgrades;
    H. Executed contracts;
    I. Proof of crushing of the pre-1994 school buses including Form 42 and crushing certificate (refer to Clause 8);
    J. Proof of delivery of the new replacement bus(es) and special options purchased and installed on the bus(es);
    K. All invoice(s) related to the project including documents required for payment (refer to Clause 11);
    L. If GRANTEE paid its vendor directly, GRANTEE must retain proof of payment; and
    M. Maintenance records.

24. NON-COMPLIANCE – SCAQMD reserves the right to cancel this Agreement or withhold payment for GRANTEE's non-compliance with the Agreement. Further, SCAQMD reserves the right to cancel the Agreement if it is not executed by GRANTEE within 30 days of the receipt of this Grant.

25. ENFORCEMENT – SCAQMD, ~~and~~ ARB, or their designees, have the authority to enforce the terms of this Agreement at any time during the Agreement term plus two years. SCAQMD, and ARB will seek whatever legal,

equitable and other remedies are available for the GRANTEE's failure to comply with the terms of this Agreement or with the Lower-Emission School Bus Program requirements incorporated herein.

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

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

GRANTEE:

27. INDEMNIFICATION - GRANTEE 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, demands, judgments, legal fees, or any other expenses incurred or required to be paid by SCAQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of GRANTEE, its employees, subcontractors, agents or representatives in the performance of this Grant.

28. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

29. NON-EFFECT OF WAIVER - The failure of GRANTEE or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Grant, 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.

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

31. FORCE MAJEURE - Neither SCAQMD nor GRANTEE shall be liable or deemed to be in default for any delay or failure in performance under this Grant 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 GRANTEE.

32. DE-OBLIGATION OF UNSPENT BALANCES - Upon thirty (30) days' written notice to GRANTEE, SCAQMD may de-obligate from the Grant funds that remain unexpended by the installation deadlines listed unless extended in writing. GRANTEE to initial here acknowledging consent to de-obligation of non-expended funding. _____

33. SUPERINTENDENT CERTIFICATION – By initialing here, Superintendent certifies that he/she had the authority to submit the application applying for the funds under this grant award and that the individual identified in Clause 26 (Notices) is the individual authorized to implement the project. _____

34. GOVERNING LAW - This Grant 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 Grant shall be Los Angeles County, California.

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

The undersigned parties agree to the terms and conditions as set forth in this Grant. The undersigned parties certify under penalty of perjury that they are duly authorized to bind the parties to this Grant.

GRANTOR:	GRANTEE:
South Coast	***( )Unified School District***
Air Quality Management District	
_____	_____
Signature of Authorized Official	***Signature of Authorized Official***
Name: Dr. William A. Burke	Name: _____
Title: Chairman, Governing Board	Title: _____
Date _____	Date _____

PART B

PM TRAP FILTERS
(for 1994 to 2006 diesel school buses)

Public School Districts and Private Operators

#PA2015-06, Part B

March 6, 2015

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Grant funds from AB 923 Fund are available for public school districts and school bus operators requesting CARB-verified Level 3 PM trap filters for eligible buses within the 1994 to 2006 model years (inclusive).

I.A. PROGRAM SCHEDULE

The implementation schedule of this program is illustrated below.

School Bus Retrofit Program Schedule (estimated)

March 6, 2015	Issue the Program Announcement & Application #PA2015-06
June 5, 2015	**Applications due by 5p.m. Friday, June 5, 2015, for school bus retrofits** (public school districts and private operators).
October 2, 2015	SCAQMD Board to consider approval of the PM trap filter awards
February 15, 2016	All PM trap orders must be placed with vendors by awardees. Copies of vendor quotes, and purchase order faxed to SCAQMD (attn. Ms. Lily Garcia, lgarcia1@aqmd.gov).
September 30, 2016	PM traps must be installed and work completed
November 15, 2016	All invoices must be submitted to SCAQMD.

I.B. APPLICATION SUBMITTAL

The applicant shall submit **four** copies (1 original and 3 copies) of the application in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the applicant and the words "Program Application **#PA2015-06 (Part B)". All four copies of the applications are due no later than 5 p.m. Friday, June 5, 2015 to:**

Mr. Dean D. Hughbanks, Procurement Manager
Re: "Program Application #PA2015-06 (Part B)
School Bus Retrofit"
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA. 91765

All the applications must be signed by the school's superintendent or in the case of a private operator by senior official authorized to bind the operator.

GRANT PROVISIONS FOR SCHOOL BUS RETROFIT OF PM TRAPS

A. School Bus PM Trap Retrofit Criteria

1. California public school districts that own and operate school buses, including joint power authorities, along with private operators are eligible to apply for funds.

2. To establish eligibility for SCAQMD funds, during the application process, private transport contractors need to provide copies of their executed agreements with public school districts to transport their students. Digital copies (attention: Ranji George, rgeorge@aqmd.gov) are acceptable.

3. **Only 1994 to 2006** model year diesel-powered buses with GWR greater than 14,000 lbs qualify for PM Trap retrofits.

4. Only four-stroke diesel powered engines will be retrofitted in the current program.

5. All retrofit devices must be verified by CARB to Level III performance to achieve a minimum reduction of 85% in PM. A list of verified PM traps can be accessed at CARB's Website:

   http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm

6. Applicants have a choice to select any PM trap filter, verified by CARB, in the application form. If prices quoted are determined to not be reasonable, applicants must seek bids from at least two authorized vendors.

7. Before placing a purchase order for PM traps and/or cleaning equipment, please seek approval of vendor quotes for these traps and/or cleaning equipment by sending the quotes to SCAQMD (attn: Ranji George, rgeorge@aqmd.gov).

8. Only low-sulfur diesel fuel (with 15ppm of sulfur or less) should be used for PM trap filters. Such fuel has been widely available in the Basin since June 1, 2006.

9. No fuel additives are allowed in the low-sulfur diesel fuel. In general, fuel additives tend to substantially degrade the performance of these PM traps.

10. Since the verification of retrofit devices for different engine families may expand, school districts and school transportation companies are requested to submit their applications by providing the list of all the eligible 1994 to 2006 buses that they would like to retrofit.

FUNDING ALLOCATIONS

A. Amounts of Funding

- The program will cover the full cost of retrofit devices and installation including sales tax, data logging if necessary, lifetime periodic maintenance, and electrical infrastructure for up to $20,000 per active filter as outlined below.

- $250 per bus to cover the cost of data-logging if CARB has specified that data logging for determining temperature profile is mandatory for the selected PM trap filter.

- For those applicants receiving six or more filters, one cleaning or baking machine (per 6 filters) is available for a maximum price of $13,500 installed (inclusive equipment, sales tax, transportation and labor). This cleaning/baking machine(s) must be maintained, including periodic cleaning of its filter, in accordance to manufacturer specifications.

- Alternatively, up to $2,500 per filter is available for lifetime periodic maintenance of these filters, such as baking and de-ashing to remove the ash from motor oil combustion. These funds are in addition to the purchase and installation of the retrofit device. (If feasible, SCAQMD prefers the applicant purchase a cleaning machine, and clean the PM traps in-house as opposed to out-source its cleaning.)

- Funds will be provided to install electrical infrastructure to regenerate active PM trap filters. A minimum of two (2) quotes are needed for bids under $5,000, while a minimum of three (3) quotes are needed for work at or exceeding $5,000.

B. Matching fund requirement for the PM Trap Retrofit Program

- No matching funds are required of the applicant

- School districts and transportation companies shall be responsible for routine maintenance of the retrofit devices and cleaning machines

C. Authorizing Signature

The submitted application must be signed by school district's superintendent and/or a president or CEO of the private contractor requesting funds to retrofit school buses.

D. CHP Inspection prior to Return of Service

- All buses retrofitted with PM devices must be inspected by the CHP prior to the return to service. Among other safety checks, CHP will confirm if the installation

of the retrofit device was done according to manufacturer's specifications. The CHP inspection certificate with appropriate VIN# and Vehicle ID# must accompany any request for reimbursement. The CHP officer must state in the inspection certificate that the particular "PM device was installed according to manufacturer specifications". PM device should be identified by the brand name.

- A copy of the DMV registration for each retrofitted bus must be included with the invoice package. The details on the DMV registration (including VIN# and license #) must match the CHP 343 inspection certificate.

E. Disbursement of Funds

- Funds will be paid on a reimbursement basis by the SCAQMD after the installation of the retrofit devices.
- Vendors who install these PM traps should bill SCAQMD directly.
- The invoice or cover letter must have the correct VIN# of the bus that was retrofitted with the PM trap
- Clear photo of the engine label indicating engine family # and serial #.
- The invoice and/or cover letter must be signed by the school district's Director of Transportation or senior official of the private contractor, and must instruct SCAQMD to pay the vendor who installed the retrofit device
- Proof of CHP inspection of the retrofit device and the DMV registration of the bus shall accompany the invoice.
- Copy of the vendor quotes and purchase orders issued by the applicant should accompany the invoice.
- All requests for reimbursement must be received by November 15, 2016.

PROJECT IMPLENTATION

A. Project Selection and Award of Funds

Only public school districts and private operators are eligible for this Program. SCAQMD will award funds on a first-come, first-served basis, with public school districts having preference over private operators. Furthermore, one-half of the total funding will be distributed in compliance with Health and Safety Code 43023.5 (AB1390, Firebaugh), to school districts and private vendors that directly benefit low-income communities and communities of color, disproportionately impacted by air pollution.

B. Project Completion Deadlines

All PM traps and PM trap cleaning equipment shall be installed no later than September 30, 2016.

C. Monitoring and Reporting

School districts receiving funding must notify the funding agency when the retrofit devices are ordered and again when the devices are installed. Proof of CHP inspection and approval should accompany invoices submitted by the vendor to SCAQMD for reimbursement.

I.C. IF YOU NEED HELP

This Program Announcement and Application #PA2015-06 can be obtained by accessing the SCAQMD website at **www.aqmd.gov/grants-bids**. SCAQMD staff members are available to answer questions during the application acceptance period. In order to help expedite assistance, please direct your inquiries to the applicable staff person, as follows:

- For **General, Administrative, or Technical Assistance**, please contact:

  Ranji S. George, Program Supervisor
  Technology Advancement Office
  Phone 909-396-3255
  Fax: 909-396-3252
  rgeorge@aqmd.gov

- For **Questions on Invoices and Contracts**, please contact:

  Drue Hargis, Senior Public Information Specialist
  Technology Advancement Office
  Phone: 909-396-3237
  Fax: 909-396-3774
  dhargis@aqmd.gov

  Lily Garcia
  Technology Advancement Office
  Phone: 909-396-2832
  Fax: 909-396-3252
  lgarcia1@aqmd.gov

Appendix B

APPLICATION FOR SCHOOL BUS
PM Trap Retrofit GRANT
(for public school districts and private operators only)
(1994 and newer diesel buses only)

#PA2015-06 – (Part B)

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GRANT APPLICATION FORM FOR THE SCHOOL BUS
PM Trap Filters
#PA2015-06 RETROFIT PROGRAM
(Please sign and return, with list of buses for retrofits)

# of PM traps applied for_____

Public School District: _____

Street Address: _____

City: _____ County_____ State: CA

Zip Code: _____

Air District
Jurisdiction:
_____

Contact Person:

Name/Title: _____

Phone No.: _____Extn_____Fax: No.:_____

Email (please print): _____

Contact Information on Alternative Contact (Name, Title, Phone#, Email):
_____
_____
_____

Applicant confirms that none of the buses being applied for in the attached sheet has an existing Level 3 PM trap already installed.

This application must be signed below by an authorized person to be considered for awards to retrofit school buses with PM traps. For school districts, Superintendent's signature is needed, while for private transportation companies, the President or CEO must sign.

Authorized Person's Signature: _____

Authorized Person's Name & Title: _____

Date of Application_____

PROPOSED BUSES TO BE RETROFITTED WITH LEVEL 3 PM TRAP FILTERS*

(Eligibility restricted to 1994 to 2006 buses, with GVWR over 14,000 lbs, which does not have a Level 3 Trap already)

Bus ID No.	Make, Manuf'r, Model Year of Bus	VIN No.	DMV License #	Cumulative Mileage	Engine Make, Model, Year	Engine Family # (listed on engine label)	GVWR	Name of PM trap	Installed price of PM Trap*
Add more pages if needed									

* Applicant has the choice to select any CARB-verified Level 3 PM trap filter. Once selected, applicant must specify the make, model, manufacturer of the PM trap, and provide the ARB Executive Order (EO) for that Trap indicating the Trap was verified for the specific engine family listed above. Applicant must also specify the cost to purchase sales tax and install the PM trap. Three vendor quotes need to be included. SCAQMD reserves the right to approve these quotes.

- With the school district application, a school board resolution authorizing submittal of the application and identifying the individual authorized to implement the school bus replacement project. TheSchool District Superintendent must sign the school district application and President or the CEO for all other applicants.

- For each 1994 to 2006 bus listed above, please include the following in the application package:
    - DMV Registration
    - DMV Title
    - CHP292s for year 2013 and 2014 only
    - (Alternatively, CHP 343A that confirms that the bus passed inspection for that year)
    - Clear data label bus tag confirming bus VIN# and GVWR
    - Clear photo of engine data label confirming make, model year, engine displacement and Engine Family
    - At least three vendor quotes to install a compatible CARB-verified PM trap
    - CARB Executive Order for the PM trap that includes the specific engine family

- Once the PM trap(s) are installed, applicant needs to operate these buses in this Basin for a minimum of five (5) years. If the bus is withdrawn from service, or removed from this Basin, applicant may incur a penalty.

- If active filter is selected, Estimated Cost of Electrical Infrastructure_____

  (Before receiving an award for electrical work, applicant must request at least 2 quotes for work under $5,000 and a minimum of 3 quotes for work at or above $5,000).

- ***Applicants must print as well as provide electronically their fleet inventory in an Excel Worksheet to SCAQMD (attn: Ranji George, rgeorge@aqmd.gov).***
    - *Details of each school bus in the fleet must be provided –whether it is being retrofitted or not. These should include, but are not limited to make, manufacturer, model year of buses, passenger capacity, engine make and model year, VIN#, DMV license plate #, fuel type, cumulative mileage, average annual mileage bus is driven. For 1994 and newer models, please identify which diesel buses have Level 3 PM traps and which do not.*

Sample Provisions. SCAQMD reserves the right to amend these provisions.

SAMPLE GRANT AWARD (Do Not Return this Sample Grant with Application)

Lower-Emission School Bus PM Trap Retrofit Program

1. GRANT AWARD AGREEMENT

Pursuant to Program Announcement #PA2015-06

Your grant application to purchase and install Particulate Matter ("PM") traps on diesel school buses listed in Attachment A ("Project") has been approved for funding by the South Coast Air Quality Management District ("SCAQMD") Governing Board.

As a condition of this grant award, you must comply with all the terms and conditions set forth in this Grant Award Agreement, including those described in Attachment A (List of School Buses to be Retrofitted), Attachment B (Reporting Data on School Bus Retrofits), Attachment C (Program Announcement #PA2015-06 issued on March 6, 2015) and the 2008 CARB School Bus Guidelines dated April 15, 2008 and associated Advisories, which are incorporated herein as part of this Agreement.

Grant Recipient ("Grantee")	
Grant Number	
Total Number of PM Traps Awarded (only 1994 and newer school buses are eligible for retrofits)	
Total Grant for PM Traps & Trap Maintenance (e.g., PM trap cleaners, thermal regenerator, electrical infrastructure and/or data logging)	
Date by Which PM Traps & Cleaners Need to be Installed	**September 30, 2016**
Date by Which Invoices Need to be Submitted	**November 15, 2016**
Agreement Term	**Until I December 30, 2021**
Date to Which All Records (relating to this Grant) Need to be Retained	**Until December 30, 2020**

*The installed price for each PM trap is subject to a maximum cap. Prior to issuance of purchase order (P.O.), any PM trap quotes along with draft P.O. needs to be reviewed by SCAQMD's School Bus Program Supervisor.

36. PARTIES - The parties to this Grant Award Agreement ("Agreement") are the South Coast Air Quality Management District ("SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and (_) Applicant ("GRANTEE) whose address is_____.

37. PROJECT MILESTONES – GRANTEE must purchase and install all the awarded PM traps and PM trap cleaning equipment, if applicable, by **September 30, 2016**. The PM traps must have been verified by the CARB to **Level III Plus** to achieve a minimum of 85% reduction in PM. GRANTEE must install said PM traps in the school buses listed in Attachment A. GRANTEE must buy PM trap cleaning equipment using the PM trap maintenance funds. Documentation required for payment of

grant funds to GRANTEE or vendor must be received by SCAQMD by **November 15, 2016**. See Clause 10 below for a complete list of the required documents.

38. ENFORCEMENT – SCAQMD and CARB have the authority to enforce the terms of this Agreement at any time during the Agreement term. SCAQMD and CARB will seek whatever legal, equitable and other remedies are available for the GRANTEE'S failure to comply with the terms of this Agreement or with the Lower-Emission School Bus Program requirements incorporated herein.

39. AGREEMENT TERM – The term of this Agreement is from the date of execution by both parties to **September 30, 2021,** unless further extended by amendment of this Agreement in writing. No work shall commence until this Agreement is fully executed by all parties. Notwithstanding the above end dates, the Agreement term shall encompass both the Project completion and Project implementation/life periods, whichever is longer, to ensure that the SCAQMD and CARB can fully enforce the Agreement during the life of the Lower-Emission School Bus Program-funded project. The Project must comply with the 2008 CARB Lower-Emission School Bus Program Guidelines[1] and any amendments thereto, and must meet all Program requirements for the full agreement term.

    A. Project Completion – Project completion is the timeframe starting with the date of Agreement execution by both parties to the date the project becomes operational. This includes the time period when the equipment is ordered, delivered and installed. The project becomes operational on the date the final invoice payment is made by SCAQMD or **December 30, 2016**, whichever is earlier.
    B. Project Implementation/Life – The project implementation timeframe is five years from the date of project completion (date when final invoice payment is made by SCAQMD); in this case until **December 30, 2021.** GRANTEE must own and operate the retrofitted bus for a minimum of five years or until **December 30, 2021**, whichever is later.

40. NON-COMPLIANCE – SCAQMD reserves the right to cancel this Agreement or withhold payment for GRANTEE'S non-compliance with the Agreement. Further, SCAQMD reserves the right to cancel the Agreement if it is not executed by GRANTEE within 45 days of receipt of this grant by the GRANTEE.

41. AUDIT RIGHTS – SCAQMD, CARB, the California Department of Finance, or their designee(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. GRANTEE must include a similar right of the State, SCAQMD and CARB to audit records and interview staff in any subcontract related to the performance of this Agreement.

42. RECORDS AND RECORDS RETENTION – GRANTEE shall maintain all records related to this Project and retain these records for the Agreement term (**December 30, 2021**) plus two years. These records include, but are not limited to, the following:
    A. Application;

[1] These Guidelines and subsequent CARB advisories are available at the following CARB Web link: **http://arb.ca.gov/bonds/schoolbus/guidelines/2008lesbp.pdf**

B. Resolution from the school district governing board (or other documentation signed by a duly authorized official) authorizing the submittal of the application and identifying the individual authorized to implement the retrofit project;
C. Vendor quotes for PM traps, PM trap cleaners and electrical infrastructure;
D. Purchase orders issued by GRANTEE;
E. Executed contracts;
F. Invoice(s);
G. Proof of payment;
H. A copy of the Safety Compliance Report/Terminal Record Update (CHP 343) or a copy of the Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A) for each school bus retrofitted;
I. A copy of the CARB retrofit device verification executive order for the device that was funded;
J. Maintenance records; and
K. Documentation in the form of invoices or purchase orders that include dates of installation and maintenance, description of services performed and cost of services.

43. ON-SITE INSPECTIONS – SCAQMD and CARB, or their designee(s), shall have the right to inspect the retrofitted bus(es) and maintenance equipment during the entire Agreement term.

44. CHP SAFETY INSPECTION – Each retrofitted bus must undergo a CHP safety certification inspection (per Title 13, Cal. C. Regs. § 1272(c)) after the installation of the PM trap and prior to the bus's return to service. GRANTEE must obtain a copy of written documentation from CHP personnel that the retrofitted bus is still structurally acceptable to safely transport students and provide this documentation to SCAQMD. This documentation shall consist of a copy of a Safety Compliance Report/Terminal Record Update (CHP 343), or a copy of a Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A). This CHP certificate should specifically state that the PM trap was installed to manufacturer specifications.

45. INVOICE AND PAYMENT – Before a Lower-Emission School Bus Program payment is made to a vendor or to GRANTEE, this Agreement must be executed and the following documentation must be received by SCAQMD no later than **November 15, 2016**:
    A. An invoice with breakdown of costs between parts and labor verifying purchase and installation of PM traps on each school bus listed in Attachment A.
    B. If PM trap cleaning equipment is installed, a separate invoice including a similar breakdown of costs between parts and labor, and a cover letter as explained below in C.
    C. A cover letter signed under penalty of perjury by the GRANTEE'S Director of Transportation, or his/her equivalent, which must contain the following:
        i. Details of the bus(es) that were retrofitted with PM traps. [To prevent delay in processing the invoices, GRANTEE must verify that the Vehicle Identification Numbers (VINs) and other details of the bus(es) listed on the invoice identically match the VINs of the bus(es) listed in Attachment A of this Agreement];
        ii. Confirmation that the PM trap cleaning equipment and electrical infrastructure was purchased and installed; and
        iii. Instruction to SCAQMD to pay the vendor(s) directly. SCAQMD prefers that each vendor bill SCAQMD directly. If GRANTEE pays a vendor directly and seeks reimbursement from SCAQMD, GRANTEE must submit copies of the front and back of all cancelled check(s) paid to vendor, along with the request to pay the GRANTEE directly.

iv. Confirmation of existing number of buses with PM traps and electrical charging outlets, and
v. Confirmation of the number of additional electrical outlets installed under this Grant.

D. A copy of front page of this Agreement that lists the Summary Table and Grant #.
E. A copy of Attachment A to this Agreement, identifying and highlighting the buses that were retrofitted with PM traps. VIN(s) and details of the buses listed on the submitted invoice(s) must match those in Attachment A.
F. Copies of warranties provided for each PM trap installed;
G. Copy of the Purchase Order(s) issued by the GRANTEE (School District) to the Installer and Electrician.
H. A copy of the DMV certificate of the school bus retrofitted with the PM trap.
I. For each retrofitted school bus, a copy of a completed CHP form 343–Safety Compliance Report/Terminal Record Update, or a copy of a completed CHP form 343A–Vehicle/Equipment Inspection Report Motor Carrier Safety Operations.
J. Two electronic files to be sent to Mr. Ranji George that includes (a) PDF scan of the whole invoice package, (b) an Excel Worksheet that lists the bus information required in Attachment B and (c) fleet inventory with details each bus in the fleet (see application in program announcement for required details)

Please submit all documentation to Ms. Drue Ann Hargis, TAO Contracts, SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765. All documentation described above must be received no later than **November 15, 2016**.

46. OWNERSHIP AND OPERATION
    A. GRANTEE shall accrue at least 75% of each vehicle's annual mileage or engine hours of operation within the geographical boundaries of the SCAQMD.
    B. GRANTEE is prohibited from removing the retrofitted school bus(es) from service in California during the term of this Agreement, unless the retrofitted school bus(es) become inoperable through mechanical failure of components or systems, and cannot be repaired or replaced, and such failure is not caused by GRANTEE'S negligence, misuse or malfeasance.
    C. GRANTEE must own and operate the retrofitted bus(es) for a minimum of five years, **or until December 30, 2021,** whichever is later.

47. MAINTENANCE – GRANTEE shall operate and maintain the installed PM traps funded under this Agreement in accordance with the manufacturer's specifications for the life of the Project. GRANTEE acknowledges that no tampering with the installed PM traps is permitted. Further, GRANTEE must have the PM traps cleaned periodically (also known as "periodic maintenance" and "baking and de-ashing") throughout their estimated 11-year life, or if a bus is kept for less than 11 years, as long as GRANTEE owns and operates the retrofitted bus(es).

48. FUEL ADDITIVES – GRANTEE must use only the generally available, low sulfur (15 ppm or lower) diesel fuel in all the buses retrofitted with PM traps. The fuel must not contain any fuel or lube oil additives, per CARB regulations, unless specially identified as allowable in the engine certification executive order.

49. PURCHASE ORDER AGREEMENTS – GRANTEE must incorporate the minimum grant requirements described in Appendix C of the 2008 CARB Guidelines to Lower-Emission School Bus Program applicable to this Project in purchase order agreements with vendors.

50. REPORTING REQUIREMENTS - During the term of this Agreement, GRANTEE agrees to provide periodic reports to SCAQMD on the implementation of this award, including but not limited to, entering detailed information in SCAQMD and/or CARB's School Bus Database on the control device and each school bus that is retrofitted under this Award. GRANTEE will require its Vendor to cooperate in providing these reports. SCAQMD will specify the frequency and format of these reports.

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

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

    GRANTEE: School District, Transportation Director.

52. INDEMNIFICATION - GRANTEE 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, demands, judgments, legal fees, or any other expenses incurred or required to be paid by SCAQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of GRANTEE, its employees, subcontractors, agents or representatives in the performance of this Grant.

53. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

54. NON-EFFECT OF WAIVER - The failure of GRANTEE or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Grant, 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.

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

56. FORCE MAJEURE - Neither SCAQMD nor GRANTEE shall be liable or deemed to be in default for any delay or failure in performance under this Grant 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 GRANTEE.

57. GOVERNING LAW - This Grant 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 Grant shall be Los Angeles County, California.

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

The undersigned parties agree to the terms and conditions as set forth in this Agreement. The undersigned parties certify under penalty of perjury that they are duly authorized to bind the parties to this Agreement.

GRANTOR:	GRANTEE:
South Coast Air Quality Management District	( ) Unified School District
By:_____	By:_____
Dr. William A. Burke	Name: _____
Chairman of the Governing Board	Title: _____
Date:_____	Date:_____

CERTIFICATIONS AND REPRESENTATIONS

1. Business Contact Information
2. W9- with EIN Taxpayer ID#
3. Campaign Contribution Disclosure Form (for private companies only)

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Business Contact Information Request

Dear SCAQMD Contractor/Supplier:

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

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

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

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

Sincerely,

Michael B. O'Kelly
Chief Financial Officer

DH:tm
Enclosures: Business Contact Information Request
W-9 tax form with EIN number
Campaign Contribution Disclosure (private companies only)

REV 2/11

All applicants: Please return this completed page with Application

South Coast Air Quality Management District

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

BUSINESS CONTACT INFORMATION REQUEST

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

REMITTING ADDRESS INFORMATION

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

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

Attention: Ms. Drue Hargis, TAO, SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765-4178

Return this Completed Page with Application

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

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

2. Certify that you are not subject to backup withholding, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE
(School Districts are exempt from filling these disclosures. Private companies need to fill these forms and return with application)

In accordance with California law, bidders and contracting parties are required to disclose, at the time the application is filed, information relating to any campaign contributions made to South Coast Air Quality Management District (SCAQMD) Board Members or members/alternates of the MSRC, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 C.C.R. §18438.8(b).

California law prohibits a party, or an agent, from making campaign contributions to SCAQMD Governing Board Members or members/alternates of the Mobile Source Air Pollution Reduction Review Committee (MSRC) of more than $250 while their contract or permit is pending before the SCAQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor's contract or permit. Gov't Code §84308(d). For purposes of reaching the $250 limit, the campaign contributions of the bidder or contractor *plus* contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, SCAQMD Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than $250 in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c).

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

SECTION I.

Contractor (Legal Name): _____

DBA, Name _____, County Filed in_____
_____

Corporation, ID No._____

LLC/LLP, ID No. _____

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

_____

_____

SECTION II.

Has Contractor and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling $250 or more in the aggregate to a current member of the South Coast Air Quality Management Governing Board or member/alternate of the MSRC in the 12 months preceding the date of execution of this disclosure?

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

Campaign Contributions Disclosure, *continued:*

Name of Contributor _____

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

Name of Contributor _____

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

Name of Contributor _____

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

Name of Contributor _____

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

I declare the foregoing disclosures to be true and correct.

By: _____

Title: _____

Date: _____

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.