



Announcing the MSRC's Clean Transportation Funding

**Local Government Match Program
FY 2006/2007**

**A Funding Opportunity for Cities & Counties in the South
Coast Air Quality Management District**

**Revised
Program Announcement & Application**

PA2007-09

Revised May 4, 2007



DATE: February 2, 2007
TO: Local Government Official
FROM: Gwenn Norton-Perry, Chair, MSRC
SUBJECT: MSRC Local Government Match Program Announcement

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce a new round of **Clean Transportation Funding**[™] available exclusively to cities and counties within the South Coast Air Quality Management District (AQMD). The Local Government Match Program offers to co-fund Alternative Fuel Infrastructure and Heavy-Duty Vehicle projects implemented by cities and counties that utilize their Motor Vehicle Registration Fee Subvention Funds, commonly referred to as AB 2766 Subvention Funds. The MSRC, using its Discretionary Funds, will contribute a “dollar for dollar” funding match towards a qualifying project.

Over \$9.4 million was awarded to local governments in 2006 under the 2005-'06 Match Program. Due to this overwhelming response, the MSRC is offering a follow-on Match Program for fiscal year 2006-'07. All cities and counties within the jurisdiction of the AQMD who receive AB 2766 Subvention Funds are eligible to participate in this Program.

Three project categories are eligible to receive MSRC matching funds under the FY 2006-'07 Program. Two categories are continued from last year's highly successful program:

- New, Expanded, or Upgraded Alternative-Fuel Infrastructure
- Purchase of Heavy-Duty Alternative Fuel Vehicles

A new Match Program category has been added to help offset the cost of Street Sweeping Operations in jurisdictions that are at risk of losing “attainment status” for particulate matter (PM₁₀). The MSRC will match the participating jurisdiction's Subvention Fund contribution “dollar for dollar” for street sweeping projects that propose the use low-emission alternative fuel sweeping vehicles. Additional conditions for this category apply - please see the Program Announcement for more details.

As in past years, local governments can also earn an MSRC match contribution on locally generated public funds in addition to AB 2766 Subvention Funds. This would apply to cities or counties who have fully obligated or appropriated their Subvention Fund balances, but still have unmet requirements for qualifying projects. The requirements and conditions relative to this Program feature are discussed in detail in subsequent Sections of this Program Announcement.

MSRC staff is available to assist applicants during the preparation of their Local Government Match Program applications. Please refer to Section I of the Program Announcement for a listing of MSRC Staff points of contact.

Should you have any immediate questions regarding this Program Announcement, please contact Ms. Cynthia Ravenstein, MSRC Contracts Administrator, at (909) 396-3269. The Announcement and Application documents can also be accessed via the Internet by visiting MSRC's **Clean Transportation Funding**[™] website at www.cleantransportationfunding.org.

On behalf of the MSRC Clean Transportation Funding Program, we look forward to working with you to develop air quality improvement projects for your community.

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SECTION I: PROGRAM INTRODUCTION

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce a **Clean Transportation Funding™** opportunity available exclusively to cities and counties within the South Coast Air District. The Local Government Match Program (Match Program) offers to co-fund clean air projects implemented by cities and counties utilizing their AB 2766 Subvention Funds. The MSRC, using its Discretionary Funds, will contribute a “dollar for dollar” funding match towards a qualifying project. The MSRC has allocated \$2.0 million in **Clean Transportation Funding™** for the Match Program.

The primary goal of the Match Program is to assist local governments in meeting their obligations under the South Coast AQMD Fleet Rules. The Program encourages development of new, publicly accessible alternative-fuel refueling infrastructure, and offers funding assistance to local jurisdictions when purchasing low-emission, clean fuel heavy-duty vehicles.

All cities and counties within the jurisdiction of the South Coast AQMD who receive AB 2766 Subvention Funds are eligible to participate in this Match Program. Applications will be accepted beginning on March 13, 2007 and continuing through June 29, 2007. At this time, the MSRC does not envision any extensions to the term of the Match Program application acceptance period.

The Match Program is not a competition in the traditional sense. Funding will be distributed on a first-come, first-served basis to applicants that satisfy specified project requirements. However, as funding is limited, the availability of match funds cannot be guaranteed.

MSRC contributions under the Match Program are as follows:

- A “dollar for dollar” match against AB 2766 Subvention Funds and/or other local public funds applied towards qualifying alternative-fuel refueling infrastructure (Section II);
- A dollar for dollar match against AB 2766 Subvention Funds and/or other local public funds for qualifying heavy-duty vehicles; that is, one MSRC dollar for each Subvention Fund and/or local fund dollar applied towards the qualifying vehicle purchase (Section III);
- A dollar for dollar match against AB 2766 Subvention Funds and/or other local public funds for qualifying street sweeping operations using low-emission alternative fuel street sweepers (Section IV).

A thorough discussion of the Local Government Match Program categories, participation requirements, and project guidelines is included in Section I.B., “Participation Guidelines, Requirements, & Conditions”, below.

I.A. PROGRAM SCHEDULE

The MSRC Local Government Match Program will be conducted in accordance with the timeline illustrated in Table I.A-1, below. As shown, project applications will be accepted beginning on March 13, 2007. Applications will be accepted through June 29, 2007. Applications may be submitted at any time during this period. **Funds will be awarded on a first-come, first-served basis for eligible projects that conform to Match Program requirements during the application acceptance period or until such time as all available program funds have been expended.**

Table I.A-1 Key Program Dates

Subvention Fund Match Program Event	Date
Program Announcement & Application Release	February 2, 2007
Applicant Workshop	February 27, 2007
Earliest Date for Application Submission	March 13, 2007
Last Date that Applications Will Be Accepted	No later than 5:00 pm on June 29, 2007

I.B. APPLICANT WORKSHOP

An Applicant Workshop for the Local Government Match Program will be held on February 27, 2007. **Please note that attendance at the applicant workshop is voluntary.** The purpose of the workshop is to provide new or updated solicitation information, provide clarification regarding this Program Announcement & Application package, and answer general questions regarding application preparation. In addition, the applicant workshop will provide a forum to address individual application preparation issues and provide one-on-one guidance to potential bidders. The location and time for the applicant workshop is as follows:

Date: February 27, 2007
 Time: 1:30 p.m. – 3:00 p.m.
 Location: South Coast AQMD Headquarters
 Conference Room CC6
 Address: 21865 Copley Drive
 Diamond Bar, California 91765

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

I.C. PARTICIPATION GUIDELINES, REQUIREMENTS, & CONDITIONS

The MSRC’s Local Government Match Program has been designed to make the application and participation requirements uncomplicated for the cities and counties within the South Coast Air District. However, to ensure that the Match Program conforms to all applicable AQMD regulations and MSRC policies, the following requirements and conditions have been established and apply to all applicants:

1. **Funding Availability** - The amount of FY 2006-'07 MSRC **Clean Transportation Funding™** allocated for the Match Program is \$2.0M. Funding is available on a first-come, first-served basis to applicants proposing qualifying projects. For the purpose of this Match Program, all qualified project applications received on or before 5:00 p.m. on the first day of the Application Acceptance Period, March 13, 2007, will be deemed received at the same time. In the event the Match Program is oversubscribed following receipt of first-day applications, MSRC funds will be distributed on a pro rata share basis to qualified project applications. Please note that the Geographic Funding Minimums discussed in paragraph 4, below, will take precedence in the event funding must be pro-rated. Qualifying applications received after 5:00 p.m. on March 13, 2007 will be funded in the order of receipt. Please note that as MSRC funding is limited, the availability of match funding cannot be guaranteed.

2. **MSRC Match Funding Percentages** – The MSRC will match AB 2766 Subvention Funds and Local Funds in accordance with the following guidelines:
 - Alternative Fuel Infrastructure: The MSRC will match AB 2766 Subvention Funds and/or other Local Funds on a “dollar for dollar” basis¹. **The maximum MSRC match amount per project shall not exceed \$350,000 under this category;**
 - Heavy-Duty Vehicle Purchases: The MSRC will match AB 2766 Subvention Funds and/or other Local Funds dollar for dollar in an amount not to exceed \$25,000 per qualifying heavy-duty vehicle. This is discussed further in Section II.C;
 - Street Sweeping Operations: The MSRC will match AB 2766 Subvention Funds and/or other Local Funds dollar for dollar. **The maximum MSRC match amount per project shall not exceed \$100,000 under this category.** The total allocated funding for Street Sweeping Operations under this Program Announcement is \$200,000.
3. **Definition of Local Funds** – For the purpose of the Match Program, “Local Funds” are defined as revenues or other public money that is generated at the local jurisdictional level, including but not necessarily limited to Measure A, Measure C, other local sales tax, and local fees and assessments. Local Funds do not include State or Federal funding allocations and grants, South Coast AQMD funding grants, or other revenues that are not locally generated.
4. **Geographical Funding Minimum** - The MSRC has established a Geographical Funding Minimum for each county within the AQMD. The geographical funding minimum amount has been set at \$250,000 per county. This funding set-aside guarantees a minimum level of funding for each county to implement clean fuel projects. At the end of the application submittal period, June 29, 2007, if any county has funds remaining in its geographical minimum, these funds will be made available to qualifying projects from any other county in order of receipt.
5. **Eligibility Requirements** – Only cities and counties within the South Coast Air District that receive AB 2766 Subvention Funds are eligible to submit an application under the Match Program. In addition, the contracting entity for the project must be the city or county who submitted the application. Participation by other agencies or private businesses is allowed, but would be handled through separate subcontracts or agreements with the funded applicant. Please be aware that the applying city or county is solely responsible for the performance of any Contract under the Match Program.
6. **Project Teaming** - Teaming by cities and/or counties, and the pooling of AB 2766 Subvention Funds, is encouraged. Please note that a lead team member must be designated for the purpose of application submittal and contracting. If desired, multiple cities and/or counties may form a Joint Powers Authority (JPA) for the purpose of application submittal and contracting. Please note that all members of the JPA must meet the eligibility requirements of the preceding paragraphs. A letter designating the lead agency and authorizing such agency to act on behalf of their interests must be submitted from each participating city and/or county as an element of the project application.
7. **MSRC Match Funds Paid on a Reimbursement Basis Only** – MSRC **Clean Transportation Funding**[™] match funds will be distributed on a Reimbursement Basis only upon completion of the approved project and submission of all required reports and invoices.
8. **Use of Future AB 2766 Subvention Fund Allocations** – In addition to their existing Subvention Fund balances, cities and counties may also apply their anticipated AB 2766 Subvention Funds

¹ i.e., the MSRC will not pay more than 50% of project costs, not to exceed a maximum MSRC contribution of \$350,000 for Alternative Fuel Infrastructure and \$25,000 for a qualifying Heavy-Duty alternative fuel vehicle.

from the fiscal year commencing July 1, 2007 and ending June 30, 2008 to projects proposed under the MSRC Match Program. **However, any existing subvention fund balance must be fully encumbered or allocated prior to proposing the use of future funds.**

9. **Project Completion Deadlines** – All projects must be 100% completed within 24 months of contract execution.
10. **Reporting Requirements** – The reporting requirements established for the Match Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed. Refer to Sections II & III for a description of reporting requirements.
11. **Promotion Requirements:** Funding recipients under the Local Government Match Program are required to perform public outreach to promote their MSRC co-funded project. Acceptable outreach may include, but is not limited to, notices included in city/county mailings, newspaper notices, flyers, information items at council meetings and community events, etc.
12. **Audit Requirements** – In accordance with state law, all projects funded with MSRC Discretionary Funds are subject to audit. The provisions of the audit are discussed in the Sample Contract, included as Section VI of this document. It is highly recommended that applicants employ standard government accounting practices when administering their MSRC co-funded project.

13. **Additional Conditions on MSRC Match Funding**

- Projects funded under the MSRC Match Program are not eligible to apply for additional MSRC funds under any other MSRC Work Program solicitation;
- Projects awarded MSRC funding under a previous Work Program are not eligible to receive additional MSRC Discretionary Funds under this Program;
- MSRC matching funds over and above the original contract amount will NOT be available for any reason, including project cost overruns. Applicants must use additional subvention funds or sources other than MSRC Discretionary Funds to cover foreseen or unforeseen project cost increases. (The 5% contract value increase typically allowable in MSRC Discretionary Fund contracts will not be available under the Local Government Match Program);
- MSRC match funds are not intended to fund existing staff salaries. Project management cost necessary to implement new alternative fuel infrastructure projects are allowable; however, the MSRC reserves the right to reduce or delete project management costs that appear excessive.

I.D. **APPLICATION SUBMITTAL INSTRUCTIONS**

A Project Application must be completed and submitted to participate in the Local Government Match Program. The necessary forms are included in Sections II and III of this document. Applications must be submitted in accordance with the instructions outlined below and all requested information must be supplied.

1. **Application Elements** - All applications must contain the following:
 - a) **Cover letter** - Transmittal of the application must be accompanied by a cover letter affirming that the lead city or county has approved the proposed project. The letter must be signed by the person(s) authorized to contractually bind the proposing entity.

For joint applications (from more than one city and/or county) the applicant must include a statement confirming authorization to act on behalf of the other co-applicants. The applicant must include a letter of support, including contact name and telephone/fax number, from all proposing entities of a joint application.

- b) **EXHIBITS A-E** - Applications must include the following completed EXHIBITS, including all required attachments and supporting documentation as requested:
 - EXHIBIT A: Applicant Information
 - EXHIBIT B: Project Description/Statement of Work
 - EXHIBIT C: Project Budget
 - EXHIBIT D: Project Implementation Schedule
 - EXHIBIT E: Certificate of Insurance or Letter of Self Insurance

- c) **Certifications:** All applicants must complete and submit the following forms, located in Section VII, as an element of their Application:
 - Internal Revenue Service Form W-9 – Request for Taxpayer Identification Number and Certification. If you are selected for an award, you cannot be established as a vendor without this information.
 - Campaign Contributions Disclosure. This information must be provided at the time of application in accordance with California law.

2. **Application Submittal Instructions** - All applicants must submit one (1) original application and three (3) copies (total of four) in a sealed envelope, marked in the upper left-hand corner with the name and address of the applicant and the words "PA2007-09, Local Government Match Program". The original application should be submitted unbound on white, 8 ½" x 11" paper. When possible, any charts, illustrations, pictures, etc. should be affixed to standard size paper to facilitate reproduction. The earliest date for application submittal is March 13, 2007. All applications received prior to 5:00 p.m. on March 13, 2007 will be deemed received at the same time. Please note that Match Program applications must be received no later than 5:00 p.m. on June 29, 2007 to be considered for funding. All applications should be directed to:

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

Please note that faxed or e-mailed applications will not be accepted.

- 3. **Addenda** – The Mobile Source Air Pollution Reduction Review Committee may modify the Program Announcement and/or issue supplementary information or guidelines relating to the Program Announcement during the application preparation period of February 2, 2007 to June 29, 2007. Please note that Program Announcement amendments will be posted on the MSRC website at www.cleantransportationfunding.org.

- 4. **Application Modifications** - Once submitted, applications cannot be altered without the prior written consent of the Mobile Source Air Pollution Reduction Review Committee.

- 5. **Application Screening** - Applications received in response to the Local Government Match Program Announcement will be screened to insure they comply with all program requirements and policies of the MSRC and South Coast AQMD. The screening criteria are as follows:

- Proposed project must be sponsored by an eligible AB 2766 Subvention Fund recipient;
- Applications are required to contain all requested information delineated in Section I.E. of this document.

6. **Application Evaluation and Approval Process** - Applications will be evaluated as received to ensure compliance with Match Program requirements. Applications that do not comply with the stipulated requirements will be returned to the project applicant for revision and resubmission. Only applications received that comply with all minimum submission requirements will be deemed acceptable. Any returned applications will lose their original submittal date and, if resubmitted, will be issued a new date upon receipt by the MSRC the second time for purposes of disbursing funds on a first-come, first-serve basis.

Applications deemed compliant by MSRC staff will be forwarded to the MSRC Technical Advisory Committee (MSRC-TAC) for review and concurrence with staff's recommendation. Following MSRC-TAC approval, a funding recommendation will be forwarded to the MSRC for approval.

Applications recommended for funding by the MSRC will be forwarded to the South Coast AQMD Governing Board for final approval. Please note that the MSRC reserves the right to not fund any projects in this Program, to modify award amounts, or reallocate part of all funding under this Program to another MSRC **Clean Transportation Funding™** category.

Upon receipt of Governing Board approval, the MSRC Staff will prepare a contract for execution by the applicant. The time period from AQMD Governing Board approval to contract execution is anticipated to be approximately ninety (90) days.

I.E. APPLICATION PREPARATION OVERVIEW

In an effort to reduce the paperwork burden on applicants, a template-based application format has been adopted by MSRC for Local Government Match Program applications.

Forms are included specific to each of the following sections of this Program Announcement. The forms are designed to be self-explanatory and should prove straightforward to complete. However, should questions arise during the application preparation, please contact the appropriate MSRC staff representative as shown in Section I.F.

The forms included in the following Exhibits should be completed by the applicant and submitted in accordance with the instructions provided in Section I.D.2, "Application Submittal Instructions", above. The exhibits are briefly summarized as follows:

- Exhibit A, "Applicant Information", requests general information from the applicant. This information is to be provided in the designated spaces on the template;
- Exhibit B, "Project Description/Statement of Work, requests that the applicant provide a Project Description/Statement of Work delineating: a) project goals and objectives; b) statement of work; and c) project end products. Please note that only the requested input data is required; applicants are not required to perform emissions reductions calculations as an element of their Match Program application;
- Exhibit C, "Project Budget", requests a cost breakdown of the proposed project including: a) total project cost; b) AB 2766 funds from current fund balance allocated to the proposed project; c) AB 2766 Subvention Funds allocated from the FY 2006-'07 appropriation; d) Local Funds allocated to the proposed project; e) MSRC match funds requested (per the maximum allowable contributions as discussed in Section I.C., above; and f) additional funding

contributions to the project other than MSRC Discretionary Funds, AB 2766 Subvention Funds, or qualifying Local Funds;

- Exhibit D, “Project Implementation Schedule”, requests the submittal of a schedule depicting key project milestones, task completion dates, etc. Please note that all projects must be completed no later than 24 months from the date of contract execution;
- Exhibit E, requests that applicants include a Certificate of Insurance or Letter of Self Insurance as an element of their Match Program application. If the applicant is unable to provide the certificate of insurance as an element of the application, a statement by the applicant affirming that the certificate will be provided within 45 days of notification of a funding award will be sufficient. Please note that all MSRC Discretionary Fund contracts require a Certificate of Insurance or Letter of Self Insurance;

If awarded MSRC match funds, Exhibits A-E will become integral elements of the contract between the applicant and the MSRC.

I.F. IF YOU NEED HELP

This Program Announcement and Application can be obtained by accessing the MSRC web site at www.cleantransportationfunding.org. MSRC 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 Contractual Questions**, please contact:

Cynthia Ravenstein, MSRC Contracts Administrator

Phone: 909-396-3269

FAX: 909-396-3682

E-mail: cynthia@cleantransportationfunding.org

- For **Technical Assistance**, please contact:

Ray Gorski, MSRC Technical Advisor

Phone: 909-396-2479

FAX: 909-396-3682

E-mail: ray@cleantransportationfunding.org

- For **Contractual Assistance**, please contact:

Dean Hughbanks, AQMD Procurement Manager

Phone: 909-396-2808

E-mail: dhughbanks@aqmd.gov

SECTION II: ALTERNATIVE FUEL INFRASTRUCTURE PROJECTS

The MSRC's Local Government Match Program offers incentives for a wide range of alternative fuel infrastructure types. The following sections describe allowable infrastructure project categories, conditions and constraints, as well as **Clean Transportation Funding™** incentive levels.

1. **NEW ALTERNATIVE FUEL REFUELING STATIONS** – Most refueling station types are eligible to receive a **Clean Transportation Funding™** match. Allowable station configurations include fast-fill stations, slow or time-fill stations, and FuelMaker™ -type refueling apparatus.

Eligible Alternative Fuel Types - The following alternative fuel types are eligible to receive refueling infrastructure Match funding:

- Compressed Natural Gas (CNG)
- Liquefied Natural Gas (LNG)
- Liquefied/Compressed Natural Gas (L/CNG)
- Motor vehicle-grade Liquefied Petroleum Gas (HD-5, HD-10 propane)
- Hydrogen (H₂) and/or Hydrogen/Natural Gas Blends

Accessibility Requirements - It is the primary intent of the Match Program to increase the accessibility of alternative-fuel infrastructure to fleets and public users. For this reason, Applicants proposing construction of a new **fast-fill refueling station** are required to allow access to the facility during normal business hours to at least one (1) additional fleet. For the purpose of this program, "additional fleet" is defined as another fleet distinct from the host site fleet. This other fleet must be a separate legal entity relative to the host site fleet. As an example, two separate departments within a local government would not satisfy the intent of the "multiple fleet" requirement, as the departments would most likely not be separate legal entities. However, many local governments contain "dependent and independent special districts". A dependent or independent special district would satisfy the "other fleet" requirement.

2. **UPGRADE & EXPANSION OF EXISTING ALTERNATIVE FUEL REFUELING STATIONS** – Cities or Counties who operate existing CNG or LNG stations seeking upgrades or expansion to accommodate growing fleet or throughput needs are also eligible to participate in the MSRC Match Program. Eligible refueling station upgrade and expansion projects include, but are not necessarily limited to, the following:

- Expansion of fuel storage capacity with additional storage vessels;
- Increase in fuel compression capability by adding an additional compression stage or replacing an undersized compressor;
- Addition of L/CNG capability to an existing LNG-only facility;
- Addition of hydrogen or hydrogen-blend capability to an existing station;
- Station modifications to allow public accessibility;
- Upgrade of existing payment card reader to accommodate multi-card capability;
- Additional fuel dispenser(s).

3. **FACILITY MODIFICATIONS TO ACCOMMODATE ALTERNATIVE FUELS** – In addition to refueling stations, MSRC **Clean Transportation Funding™** is available to Cities and Counties for the modification of facilities used for alternative fuel vehicle maintenance and repair. Allowable facility modifications include, but are not necessarily limited to, the following:

- Installation of building methane detection sensors;
- Electrical shielding;
- Heater element explosion proofing;
- Gas evacuation and ventilation upgrades.

Project applications that do not reasonably fit within the Eligible Project Categories will not be approved and will not be eligible to receive MSRC **Clean Transportation Funding™**. ***The MSRC retains sole discretion when determining project eligibility.***

Funding Restrictions: MSRC **Clean Transportation Funding™** cannot be used to co-fund the following project elements:

- Station maintenance or operations costs (including utility costs), or fuel purchase costs;
- Purchase of real property.

Operational Availability - Funding recipients must commit to having fast-fill refueling stations remain operational and accessible to public and/or fleets for a period of no less than five (5) years from the date the station begins dispensing fuel in either its initial or expanded capability.

Time-fill, single dispenser, or apparatus-type stations must remain operational for a period of no less than three (3) years from the date the station begins dispensing fuel in either its new or upgraded/expanded capability.

Reporting Requirements – The reporting requirements established for the Match Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed. For planning purposes, applicants should assume the following reporting schedule. This schedule should be reflected in your application submission under Project Implementation Schedule.

- Contractor shall provide quarterly Progress Reports that summarize the project results to date including, but not limited to: equipment acquisition; achievement of milestones; station activity; preliminary findings and recommendations for completion of contract; and any project delays or problems encountered and recommended solutions. Progress Reports that do not comply will be returned to the Contractor as inadequate;
- A concise Final Report, discussing the project's goals and accomplishments, is required at the completion of the project. One or more photos must be included as an element of the Final Report.

II.A. ALTERNATIVE FUEL INFRASTRUCTURE APPLICATION FORMS

EXHIBIT A - APPLICANT INFORMATION

(Return this page as part of your Match Program application)

A. Please provide the following applicant information in the space provided.

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

B. Please answer the following questions:

- | | YES | NO |
|---|--------------------------|--------------------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If "Yes", are you authorized to act of behalf of all participants? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If "Yes", please provide the names of all other project participants.
Please designate if the other participants are public agencies or private entities: | Public | Private |
| a) _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| b) _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answered "Yes" to questions 1 and 2, above, have you attached a letter from each entity designating a lead agency and that agency to act on behalf of the other participants? | <input type="checkbox"/> | <input type="checkbox"/> authorizing |

EXHIBIT B - PROJECT DESCRIPTION/STATEMENT OF WORK

Implementation of Alternative Fuel Infrastructure

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

A. Please check the Type of Infrastructure Project proposed:

- New Alternative Fuel Refueling Infrastructure
- Expansion of an Existing Refueling Facility
- Upgrade to an Existing Refueling Facility
- Site Modifications to Allow Public and/or Fleet Vehicle Access
- Maintenance Facility Modifications

B. **PROJECT DESCRIPTION:** Please describe the proposed alternative-fuel infrastructure, including: a) technical description of the refueling hardware, storage capacity, time-fill and fast-fill capacity, number of dispensers, etc.; b) site location; c) level of public accessibility (i.e., available to all users, accessible to limited fleet users only); d) hours of operation; e) primary fleet users; f) types of vehicles that will primarily utilize the facility (i.e., transit buses, school buses, light-duty automobiles); and g) selected hardware vendor and fuel provider, if known. (attach extra sheets if necessary)

Please provide the following input data as applicable:

Type of Alternative Fuel (CNG, LNG, L/CNG, or LPG)	
For Projects that Propose New Infrastructure Development, Provide the Estimated Monthly Alternative Fuel Throughput in Units of Diesel Equivalent Gallons.	
For Projects that Propose: a) Increased Capacity of Existing Alternative-Fuel Infrastructure; or b) Expanded Public or Fleet Access of Existing Alternative-Fuel Infrastructure, Provide the Current Facility Base Load in Diesel Equivalent Gallons per Month.	
For Projects that Propose: a) Increased Capacity of Existing Alternative-Fuel Infrastructure; or b) Expanded Public or Fleet Access of Existing Alternative-Fuel Infrastructure, Provide the Projected Monthly Increase in Alternative-Fuel Throughput Expressed in Units of Diesel Equivalent Gallons.	

1. **EXHIBIT B - PROJECT DESCRIPTION/STATEMENT OF WORK – continued**

Implementation of New or Expanded Alternative Fuel Infrastructure

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

- C. **STATEMENT OF WORK:** Please provide a Statement of Work for the proposed alternative fuel infrastructure project. Include all Project Tasks as they relate to infrastructure design, development, and implementation. Each Task should be described with sufficient detail to adequately convey the work to be performed.
- D. **PROJECT ORGANIZATIONAL STRUCTURE:** Please describe the roles and responsibilities of each participating city/county, if a joint or multi-jurisdictional application.
- E. If applicable to your proposed project, please attach an 8 ½" x 11" Site Map/Plan to this Exhibit.
- F. **PROJECT READINESS** - Please describe the time frame for project implementation and any anticipated barriers to project completion. Address other funds used to match or support the project. If project requires on-going funding, include a discussion on what funding will be used for continuing operation.

EXHIBIT C - PROJECT BUDGET

Implementation of New or Expanded Alternative Fuel Infrastructure

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

A. Please provide your Current Unallocated Subvention Fund Balance: \$_____

B. Please provide the following Alternative Fuel Infrastructure Project Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM EXISTING UNALLOCATED BALANCE:	\$_____
2. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM FUTURE YEAR ALLOCATION (FY 2007/2008):	\$_____
3. LOCAL FUNDS APPLIED TO INFRASTRUCTURE PROJECT (e.g., MEASURE A, MEASURE C):	\$_____
4. TOTAL AB 2766 SUBVENTION FUNDS AND LOCAL FUNDS APPLIED TO INFRASTRUCTURE PROJECT (SUM OF LINES 1, 2, and 3):	\$_____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED (MAXIMUM AMOUNT IS EQUAL TO LINE 4 NOT TO EXCEED \$350,000):	\$_____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$_____
7. TOTAL PROJECT COST:	\$_____

EXHIBIT C - PROJECT BUDGET CONTINUED

Implementation of New or Expanded Alternative Fuel Infrastructure

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

C. As applicable, please list all infrastructure costs by Cost Element. Please provide as much detail as practicable when specifying project costs. For example, please provide labor categories, hourly rates, number of hours, etc. when defining labor costs.

CAPITAL EQUIPMENT COSTS (REFUELING STATION COMPONENTS, FACILITY MODIFICATIONS):

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

TOTAL CAPITAL EQUIPMENT COSTS: \$ _____

DIRECT LABOR COSTS:

- 1. _____ LABOR HOURS x _____ \$/HOUR = \$ _____
- 2. _____ LABOR HOURS x _____ \$/HOUR = \$ _____
- 3. _____ LABOR HOURS x _____ \$/HOUR = \$ _____
- 4. _____ LABOR HOURS x _____ \$/HOUR = \$ _____

TOTAL DIRECT LABOR COSTS: \$ _____

OTHER DIRECT COSTS, INCLUDING SUBCONTRACTORS:

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____

TOTAL OTHER DIRECT COSTS: \$ _____

TOTAL PROJECT COST: \$ _____

PLEASE NOTE THAT THE TOTAL PROJECT COST REFLECTED IN SUBSECTIONS B AND C, ABOVE, SHOULD BE CONSISTENT.

EXHIBIT E
**CERTIFICATE OF INSURANCE/
LETTER OF SELF INSURANCE**

All MSRC contractors are required to provide a Certificate of Insurance naming the South Coast Air Quality Management District as an additional insured within forty-five (45) days of receipt of notification of a funding award.

It has been the experience of the MSRC that many cities and counties within the South Coast Air District are self-insured. If your city or county is self-insured, please provide a letter to that effect with your application package. A sample self-insurance letter is included below. This sample is intended only to be representative of an acceptable letter. Your city's format and content may be different. Please refer to the requirements of the Sample Contract.

(date)

MSRC Contracts Administrator
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, California 91765

Subject: Statement of Self-Insurance

Dear MSRC Contracts Administrator:

This is to certify that _____ self-administers and insures, defends, settles and pays third party claims for bodily injury, personnel injury, death, and/or property damage. Protection under this program is warranted to meet or exceed \$1 million, combined Single Limit, per occurrence, and \$2 million in general aggregate. Additionally, _____ is permissively self-insured for Worker's Compensation under the laws of the State of California.

_____ agrees to provide the South Coast Air Quality Management District with thirty (30) days prior written notice of any changes in this program.

If you need any further information regarding this risk-retention program, please contact the Risk Management Staff at (000) 000-0000.

Sincerely,

Risk Manager

If you have questions regarding insurance, please contact the MSRC Contracts Administrator.

SECTION III: PURCHASE OF HEAVY-DUTY ALTERNATIVE FUEL VEHICLES

Project Requirements and Conditions: The following requirements apply for projects seeking match funds for the purchase of heavy-duty vehicles:

Eligible Vehicle Weight Ratings: Only heavy-duty alternative fuel vehicles are eligible to receive Match Funds. A heavy-duty vehicle is defined as having a GVWR of 14,001 pounds or greater.

Qualifying Vehicles: Applicants requesting match funds for the purchase of heavy-duty alternative fuel vehicles must ensure the vehicles comply with the following eligibility requirements:

- Vehicle must be a new, Original Equipment Manufacturer (OEM) heavy-duty alternative fuel vehicle. The conversion, re-power, or retrofit of an existing vehicle is not an eligible funding category under the Match Program;
- Heavy-duty alternative fuel vehicles equipped with Model Year 2006 engines must be certified at or below the California Air Resources Board Optional NO_x + NMHC (NO_x+NMHC) standard. Heavy-duty alternative fuel vehicles equipped with Model Year 2007 and later engines must have a CARB NO_x certification at least 30% lower than the comparable diesel-fuel engine;
- Vehicle engine must be dedicated alternative fuel; however, alternative fuel engines using diesel pilot-ignition technologies are acceptable.

Eligible Alternative Fuels: Vehicles that satisfy the eligibility requirements listed above are available in following alternative-fuels:

- Compressed Natural Gas (CNG)
- Liquefied Natural Gas (LNG)
- Liquefied Petroleum Gas (LPG, i.e., propane)
- Hydrogen and/or Hydrogen/Natural Gas Blends
- Electricity

Maximum MSRC Match Funding: The MSRC **Clean Transportation Funding**[™] Match Program will co-fund the purchase of qualifying heavy-duty alternative fuel vehicles on a “dollar for dollar” basis, **up to a maximum MSRC contribution of \$25,000 per vehicle**. The MSRC match funds will be disbursed on a reimbursement basis upon delivery and acceptance of the qualifying vehicle.

Reporting Requirements – For planning purposes, applicants should assume the following reporting schedule. This schedule should be reflected in your application submission under Project Implementation Schedule.

- Contractor shall provide quarterly Progress Reports that summarize the project results to date including, but not limited to: equipment acquisition; achievement of milestones; station activity; preliminary findings and recommendations for completion of contract; and any project delays or problems encountered and recommended solutions. Progress Reports that do not comply will be returned to the Contractor as inadequate;
- A concise Final Report, discussing the project’s goals and accomplishments, is required at the completion of the project.

III.A. VEHICLE PURCHASE APPLICATION FORMS

EXHIBIT A - APPLICANT INFORMATION
Purchase of Heavy-Duty Alternative Fuel Vehicles
 (Return this page as part of your Match Program application)

A. Please provide the following applicant information in the space provided.

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

B. Please answer the following questions:

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If "Yes", are you authorized to act of behalf of all participants? | <input type="checkbox"/> | <input type="checkbox"/> |

- | | | |
|--|--------------------------|--------------------------|
| 3. If "Yes", please provide the names of all other project participants. Please designate if the other participants are public agencies or private entities: | Public | Private |
| a) _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| b) _____ | <input type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO |
|---|--------------------------|--------------------------------------|
| 6. If you answered "Yes" to questions 1 and 2, above, have you attached a letter from each entity designating a lead agency and that agency to act on behalf of the other participants? | <input type="checkbox"/> | <input type="checkbox"/> authorizing |

EXHIBIT B - PROJECT DESCRIPTION/STATEMENT OF WORK

Purchase of Heavy-Duty Alternative Fuel Vehicles

(Return this page as part of your Match Program application only if you are applying for alternative fuel vehicle match funding)

A. **PROJECT DESCRIPTION:** Describe the proposed alternative-fuel vehicle purchase(s). For each vehicle to be purchased, please provide the information in the table below, or attach a separate sheet:

1. Vehicle make and model;
2. Fuel Type (CNG, LNG, LPG, etc.);
3. Engine model, including horsepower;
4. Gross vehicle weight;
5. Estimated vehicle life;
6. Vehicle duty cycle (i.e., trash collection, local delivery, etc.)
7. Annual operation within the geographical jurisdiction of the South Coast Air District (indicate whether mileage or hours)

	1	2	3	4	5	6	7
	Vehicle Make & Model	Fuel Type	Engine Model & Horsepower	Gross Vehicle Weight	Vehicle Life (years)	Vehicle Duty Cycle	Annual Vehicle Operation (hours or mileage)
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							

EXHIBIT C - PROJECT BUDGET

Purchase of Heavy-Duty Alternative Fuel Vehicles

(Return this page as part of your Match Program application only if you are applying for alternative fuel vehicle match funding)

A. Please provide your Current Unallocated Subvention Fund Balance: \$ _____

B. Please provide the following Alternative Fuel Vehicle Purchase Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO ALL VEHICLE PURCHASES FROM EXISTING UNALLOCATED BALANCE:	\$ _____
2. AB 2766 SUBVENTION FUNDS APPLIED TO ALL VEHICLE PURCHASES FROM FUTURE YEAR ALLOCATION (FY 2007/2008):	\$ _____
3. LOCAL FUNDS APPLIED TO ALT-FUEL VEHICLE PURCHASES (e.g. MEASURE A, MEASURE C):	\$ _____
4. TOTAL AB 2766 SUBVENTION FUNDS AND LOCAL FUNDS APPLIED TO HEAVY-DUTY VEHICLE PURCHASES (SUM OF LINES 1, 2, AND 3):	\$ _____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED FOR HEAVY DUTY VEHICLE PURCHASE (\$1 FOR \$1 MATCH UP TO \$25,000 PER VEHICLE):	\$ _____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
7. TOTAL PROJECT COST:	\$ _____

Please list all vehicle purchase project costs by Cost Element.

HEAVY DUTY VEHICLE PURCHASE COSTS (PLEASE LIST EACH VEHICLE INDIVIDUALLY):

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
TOTAL HEAVY DUTY VEHICLE PURCHASE COSTS:	\$ _____

EXHIBIT D - PROJECT IMPLEMENTATION SCHEDULE

Purchase of Heavy-Duty Alternative Fuel Vehicles

(Return this page as part of your Match Program application)

Please provide, either in the space outlined below or separate attached sheet, a Milestone Schedule for your proposed Match Program project. The schedule should include anticipated start and completion dates for each task, activity, or milestone identified in Exhibit B, "Project Description/Statement of Work".

The format requirements for the Project Implementation Schedule are flexible. A template is provided below:

PROJECT MILESTONE	START DATE	COMPLETION
Example: Task 1 – Order Vehicle	Authority to Proceed (ATP) + one month	ATP + 3 months

If a separate milestone schedule is attached, please label the attachment "Exhibit D: Project Milestone Schedule" and include in your application package.

EXHIBIT E
**CERTIFICATE OF INSURANCE/
LETTER OF SELF INSURANCE**

All MSRC contractors are required to provide a Certificate of Insurance naming the South Coast Air Quality Management District as an additional insured within forty-five (45) days of receipt of notification of a funding award.

It has been the experience of the MSRC that many cities and counties within the South Coast Air District are self-insured. If your city or county is self-insured, please provide a letter to that effect with your application package. A sample self-insurance letter is included below. This sample is intended only to be representative of an acceptable letter. Your city's format and content may be different. Please refer to the requirements of the Sample Contract.

(date)

MSRC Contracts Administrator
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, California 91765

Subject: Statement of Self-Insurance

Dear MSRC Contracts Administrator:

This is to certify that _____ self-administers and insures, defends, settles and pays third party claims for bodily injury, personnel injury, death, and/or property damage. Protection under this program is warranted to meet or exceed \$1 million, combined Single Limit, per occurrence and \$2 million in general aggregate. Additionally, _____ is permissively self-insured for Worker's Compensation under the laws of the State of California.

_____ agrees to provide the South Coast Air Quality Management District with thirty (30) days prior written notice of any changes in this program.

If you need any further information regarding this risk-retention program, please contact the Risk Management Staff at (000) 000-0000.

Sincerely,

Risk Manager

If you have questions regarding insurance, please contact the MSRC Contracts Administrator.

SECTION IV: STREET SWEEPING OPERATIONS

In certain sub-regions of the South Coast AQMD, specifically the Coachella Valley and inland desert portions of the District, particulate matter (PM) is the principal criteria pollutant posing the greatest health risk. Unlike other forms of mobile source air pollution, this particulate matter is most often naturally occurring sand and silt as opposed to vehicle exhaust particulate. This sand and silt becomes a “mobile” emission source when deposited on roadways by the wind, a process known as blow sand. The sand particles are further ground to smaller diameter by vehicle tires, grinding the sand particles to a diameter less than 10 microns (1×10^{-6} meter, or 0.000001 meter in diameter). This extremely fine particulate matter is then blown back into the atmosphere by the vehicle’s wake, a process referred to as “re-entrainment”. These fine and ultra-fine re-entrained particles can remain suspended in the air and are carried by winds over populated areas.

A proven control strategy for reducing re-entrained road dust and thus mitigating airborne PM in desert areas is frequent street sweeping using low-emission, vacuum regenerative, PM-efficient street sweepers. These vehicles are certified to remove sand and silt deposits from roadways before it can be ground into fine particles and re-entrained. Street Sweeping is identified as the primary control measure for reducing PM in the desert portions of the South Coast AQMD, as documented in both the Coachella Valley State Implementation Plan and South Coast Air Quality Management Plan.

The previous Section of this Program Announcement (Section III) describes the availability of matching funds towards the purchase of low-emission alternative fuel vehicles. Alternative fuel, PM-efficient street sweepers are eligible to receive MSRC match funding in accordance with the requirements and conditions of Section III.

This Section offers match incentive for street sweeping *operations*. For the purpose of this Program Announcement, “operations costs” include direct costs for labor, maintenance, etc, associated with performing street sweeping. These costs are most often presented as an hourly operations cost or cost per “curb mile swept”.

Project Requirements and Conditions: The following requirements affect applicants seeking match funds for street sweeping operations:

Eligible Jurisdictions: Not all areas of the South Coast AQMD suffer from road dust-related particulate matter and are required by the AQMP or SIP to conduct street sweeping as a PM control measure. Therefore, to ensure the effective use MSRC Clean Transportation Funds, applicants under this Match Program Section are required to demonstrate that street sweeping is a documented Particulate Matter Control Measure for that jurisdiction. Appropriate documentation includes but is not necessarily limited to the following:

- Applicant jurisdiction is within the Coachella Valley as defined by the South Coast AQMD and thereby impacted by the PM control measures delineated in the Coachella Valley SIP;
- Applicant jurisdiction has adopted a documented ordinance, control measure, and/or operating practice requiring street sweeping as a mobile source PM reduction control measure

Sweeping to be Performed by Qualifying Vehicles: Applicants requesting match funds for street sweeping operations must ensure the vehicles utilized in sweeping operations comply with the following:

- Vehicle must be dedicated alternative fuel. For the purpose of this Program Announcement, alternative fuel includes compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), hydrogen or hydrogen natural gas blends, electric, or gasoline hybrid electric;
- Vehicle must conform to the requirements as delineated in South Coast AQMD Rule 1186.1.

Maximum MSRC Match Funding per Entity: The MSRC **Clean Transportation Funding™** Match Program will co-fund qualified street sweeping operations projects on a “dollar for dollar” basis, **up to a maximum MSRC contribution of \$100,000 per entity**. The MSRC match funds will be disbursed on a reimbursement basis.

Maximum MSRC Match Funding for Category: The maximum total targeted funding level of MSRC **Clean Transportation Funding™** for the street sweeping category is \$200,000. This targeted total funding amount can be increased at the discretion of the MSRC in the event the MSRC does not receive meritorious applications in the other Match Program categories that meet or exceed \$1,800,000, or the MSRC augments this category with additional Clean Transportation Funding. Similarly, the MSRC may, at its discretion, apply funds targeted for street sweeping operations to other Work Program categories in the event applications are not deemed meritorious. The MSRC retains sole discretion in determining whether or not a project warrants an award of **Clean Transportation Funding™**.

Eligible Project Costs – When applying for street sweeping operations funding, costs should be represented as either “operations cost per curb mile swept” or “operations cost per operating hour”. Please note, however, that only the following operations cost elements are eligible to receive an MSRC funding match:

- Labor Costs – Labor costs associated with street sweeper operator and maintenance staff are eligible operations cost components;
- Alternative Fuel Costs – The cost of street sweeper alternative fuel is an eligible operations cost component;
- Other Direct Costs – Non-administrative direct costs, including but not limited to vehicle insurance, normal vehicle maintenance in addition to labor, etc, are allowable operations cost elements.

Ineligible Project Costs – The following project cost elements are not eligible to receive an MSRC funding match:

- Vehicle Acquisition Costs - Capital costs associated with vehicle purchase or lease are not eligible as an operations cost element. This includes vehicle capital cost, principal, interest, etc. The street sweeping vehicle monthly payment cannot be included as a component of the cost per curb mile sweep or cost per vehicle hour;
- Administrative Costs - Indirect or overhead costs associated with administering the project such as human resources activities, contract administration/purchasing, executive management review and associated clerical/administrative support cannot be included as a component of the cost per curb mile sweep or cost per vehicle hour;
- Maintenance Facility Costs – The cost of street sweeper vehicle maintenance facilities, including but not limited to structures, real property, and improvements cannot be amortized over the cost per curb mile sweep or cost per vehicle hour.

Reporting Requirements – For planning purposes, applicants should assume the following reporting schedule. This schedule should be reflected in your application submission under Project Implementation Schedule.

- Contractor shall provide quarterly Progress Reports that summarize the project results to date including, but not limited to: equipment acquisition; achievement of milestones; station activity; preliminary findings and recommendations for completion of contract; and any project delays

or problems encountered and recommended solutions. Progress Reports that do not comply will be returned to the Contractor as inadequate;

- A concise Final Report, discussing the project's goals and accomplishments, is required at the completion of the project.

IV.A. STREET SWEEPING OPERATIONS APPLICATION FORMS

EXHIBIT A - APPLICANT INFORMATION

Street Sweeping Operations

(Return this page as part of your Match Program application)

A. Please provide the following applicant information in the space provided.

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

B. Please answer the following questions:

YES **NO**

- 1. Are you submitting a Joint Application with other Cities/Counties?
- 2. If "Yes", are you authorized to act of behalf of all participants?

3. If "Yes", please provide the names of all other project participants.
Please designate if the other participants are public agencies or
private entities:

Public **Private**

- a) _____
- b) _____

YES **NO**

- c) If you answered "Yes" to questions 1 and 2, above, have you
attached a letter from each entity designating a lead agency and
authorizing that agency to act on behalf of the other participants?

EXHIBIT B - PROJECT DESCRIPTION/STATEMENT OF WORK

Street Sweeping Operations

(Return this page as part of your Match Program application only if you are applying for street sweeping match funding)

- A. **PROJECT DESCRIPTION:** Please provide the following information in the space below or attach additional sheets as necessary:
1. **Please provide a concise description of the routes proposed for street sweeping.** This should include, at a minimum: a) names or other designation(s) for streets to be swept; b) length (curb miles) for each street sweeping route proposed; c) the frequency of street sweeping for each proposed route. A map of the region with proposed street sweeping routes highlighted should be included if available.
 2. **Please provide a description of the street sweeping vehicles to be used.** For each vehicle that may be used in street sweeping operations, please include: a) sweeper model; b) sweeper model year; c) alternative fuel type used; d) primary and auxiliary engine make and model; and e) primary and auxiliary engine model year.

EXHIBIT C - PROJECT BUDGET

Street Sweeping Operations

(Return this page as part of your Match Program application only if you are applying for street sweeping match funding)

A. Please provide your Current Unallocated Subvention Fund Balance: \$ _____

B. Please provide the following street sweeping operations Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO ALL STREET SWEEPING FROM EXISTING UNALLOCATED BALANCE:	\$ _____
2. AB 2766 SUBVENTION FUNDS APPLIED TO ALL STREET SWEEPING FROM FUTURE YEAR ALLOCATION (FY 2007/2008):	\$ _____
3. LOCAL FUNDS APPLIED TO STREET SWEEPING OPERATIONS (e.g. MEASURE A, MEASURE C):	\$ _____
4. TOTAL AB 2766 SUBVENTION FUNDS AND LOCAL FUNDS APPLIED TO STREET SWEEPING OPERATIONS (SUM OF LINES 1, 2, AND 3):	\$ _____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED FOR STREET SWEEPING OPERATIONS (\$1 FOR \$1 MATCH UP TO \$100,000):	\$ _____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
7. TOTAL PROJECT COST:	\$ _____

Please provide the following street sweeping operations cost information.

Please List the Specific Cost Components that Comprise the "Per Mile" or "Per Hour" Operations Cost. Please Specify If Cost is Based On:

- Curb Mile Swept
- Hour of Sweeper Operation
- Other (Please Describe)

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____

Average Per "Mile" or "Hour" Operations Cost: \$ _____

EXHIBIT D - PROJECT IMPLEMENTATION SCHEDULE
Street Sweeping Operations

(Return this page as part of your Match Program application)

Please provide, either in the space outlined below or separate attached sheet, a Milestone Schedule for your proposed Match Program project. The schedule should include anticipated start and completion dates for each task, activity, or milestone identified in Exhibit B, "Project Description/Statement of Work".

The format requirements for the Project Implementation Schedule are flexible. A template is provided below:

PROJECT MILESTONE	START DATE	COMPLETION
Example: Task 1 – Identify routes to be swept	Authority to Proceed (ATP) + one week or Date	ATP + 1 week
Example: Task 2 – Commence sweeping operations on Route 1	ATP + 2 weeks	ATP + 6 months

If a separate milestone schedule is attached, please label the attachment "**Exhibit D: Project Milestone Schedule**" and include in your application package.

EXHIBIT E
**CERTIFICATE OF INSURANCE/
LETTER OF SELF INSURANCE**

All MSRC contractors are required to provide a Certificate of Insurance naming the South Coast Air Quality Management District as an additional insured within forty-five (45) days of receipt of notification of a funding award.

It has been the experience of the MSRC that many cities and counties within the South Coast Air District are self-insured. If your city or county is self-insured, please provide a letter to that effect with your application package. A sample self-insurance letter is included below. This sample is intended only to be representative of an acceptable letter. Your city's format and content may be different. Please refer to the requirements of the Sample Contract.

(date)

MSRC Contracts Administrator
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, California 91765

Subject: Statement of Self-Insurance

Dear MSRC Contracts Administrator:

This is to certify that _____ self-administers and insures, defends, settles and pays third party claims for bodily injury, personnel injury, death, and/or property damage. Protection under this program is warranted to meet or exceed \$1 million, combined Single Limit, per occurrence and \$2 million in general aggregate. Additionally, _____ is permissively self-insured for Worker's Compensation under the laws of the State of California.

_____ agrees to provide the South Coast Air Quality Management District with thirty (30) days prior written notice of any changes in this program.

If you need any further information regarding this risk-retention program, please contact the Risk Management Staff at (000) 000-0000.

Sincerely,

Risk Manager

If you have questions regarding insurance, please contact the MSRC Contracts Administrator.

SECTION V: APPLICATION CHECKLIST

DID YOU REMEMBER TO...

- Attach a Cover Letter signed by an individual authorized to contractually bind the submitting entity?
- Complete and attach Exhibit A, "Applicant Information"?
- Complete and attach Exhibit B, "Project Description/Statement of Work"?
- Attach an 8 ½" x 11" Site Map/Plan to Exhibit B, if applicable?
- Complete and attach Exhibit C, "Project Budget"?
- Attach Exhibit D, "Project Implementation Schedule", to your application? Are all requested Project Milestones identified on your schedule?
- Commit to provide a Certificate of Insurance within 45 days of notification of award.
- Attach W-9 & Campaign Contribution Disclosure (Section VII)?
- Prepare one original application plus three (3) copies, for a total of four. Did you verify the correct mailing address?

SECTION VI: SAMPLE CONTRACT



South Coast Air Quality Management District



LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and *** (hereinafter referred to as "CONTRACTOR") whose address is ***.
2. RECITALS
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR'S Local Government Match Program Application dated ***.
3. DMV FEES - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. AUDIT - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.

6. TERM - The term of this Contract is from **the date of execution by both parties** to *******, unless terminated earlier as provided for in **Clause 7** below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in **Clause 17** below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
8. EARLY TERMINATION – This Contract may be terminated early due to any of the following circumstances:
- A. The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
 - B. The fueling station becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.
9. REFUELING STATION OPERATIONAL AVAILABILITY – **[USE FOR PROJECTS WITH INFRASTRUCTURE]** CONTRACTOR is obligated to comply with the alternative-fuel refueling infrastructure Operational Availability requirements set forth as follows:
- A. CONTRACTOR commits to ensuring fast-fill refueling stations remain operational and accessible to public and/or fleets for a period of no less than five (5) years from the date the station begins dispensing fuel in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in **Clause 8.B**, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for fueling facilities as indicated in the table below:

5 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	80%
Between Years 2-3	60%
Between Years 3-4	40%
Between Years 4-5	20%
After Year 5	0%

- B. CONTRACTOR commits to ensuring time-fill, single dispenser, apparatus-type stations remain operational for a period of no less than three (3) years from the date the station begins dispensing fuel in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for

reasons other than those stated in **Clause 8.B**, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for fueling facilities as indicated in the table below:

3 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

- C. The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to AQMD if the obligation is terminated as a result from one or more reasons set forth in **Clause 8.B**.

10. INSURANCE -

- A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
- C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

(i) **(Use above clause or Self Insurance clause below)-Remove before printing**

Self Insurance Clause:

INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall be included on the face of the certificate.** If CONTRACTOR fails to maintain

the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

11. INDEMNIFICATION – CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

12. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of *** Dollars (\$***) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
 - South Coast Air Quality Management District
 - 21865 Copley Drive
 - Diamond Bar, CA 91765-4178
 - Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.
- G. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
- H. An amount equal to ten percent (10%) shall be withheld from each invoice paid. Upon satisfactory completion and final acceptance of work and the final report by AQMD, CONTRACTOR'S invoice for the 10% withheld will be released. [OPTIONAL]

13. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
14. DISPLAY OF MSRC LOGO - **USE FOR VEHICLE PROJECTS AND INFRASTRUCTURE PROJECTS**
 CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. CONTRACTOR also agrees to permanently display one MSRC decal in a prominent location on each fueling or charging station constructed or upgraded pursuant to this Contract. Decals will be provided by MSRC upon notification that subject fueling station equipment and/or vehicles are placed into service. Decals are approximately twelve (12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain decal for life of vehicle or equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request replacement decal from MSRC and apply new decal in the same or other prominent location. MSRC shall not be responsible for damage to paint or other vehicle surfaces arising from application or removal of decals. In addition, all promotional materials related to the project, including, but not limited to, press kits, brochures and signs shall include the MSRC logo. Press releases shall acknowledge MSRC financial support for the project.
15. ACCRUAL OF MILEAGE WITHIN SOUTH COAST AIR QUALITY DISTRICT – **USE FOR VEHICLE PROJECTS ONLY**
 CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:
- A. Each of the vehicles funded under this Contract must accrue at least 85% of its annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than five (5) years from the date the vehicle enters service (new vehicles) or returns to service (repowered vehicles). Should CONTRACTOR deviate from or fail to comply with this obligation, for reasons other than those stated in **Clause 8.A**, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

5 year Operations Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	80%

Between Years 2-3	60%
Between Years 3-4	40%
Between Years 4-5	20%
After Year 5	0%

- B. The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restriction. CONTRACTOR shall not be responsible for any reimbursement to AQMD if the obligation is terminated as a result from one or more reasons set forth in **Clause 8.A.**
- C. Should CONTRACTOR sell, lease, transfer, assign or otherwise divest itself of the vehicles during the five year period referred to in clause **15A**, notice shall be provided to AQMD no less than 30 days preceding the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the AQMD is an intended third-party beneficiary of the agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the five year operation period. This obligation shall be passed down to any subsequent purchaser, lessee or transferee during this five year term and AQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, AQMD may elect to either require the reimbursement specified in **Clause 15A and 15B**, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to operate the vehicle for a period of no less than five (5) years from the date the vehicle entered service (new vehicles) or re-service (re-powered vehicles). Notice of AQMD's election of remedies shall be provided to CONTRACTOR and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

- 16. SCRAPPING OF OLD VEHICLES - **[USE FOR VEHICLE PROJECTS]** Any AB 2766 Discretionary Fund project for the purchase of new clean fuel vehicles shall be required to scrap older, polluting vehicles which would be removed or retired from service. This clause is applicable only to AB 2766 projects which remove or retire a vehicle(s) from fleet service as a direct result of AB 2766 funding.
- 17. 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. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: ***

Attn: ***

- 18. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
 - B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
 - C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
 - D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.
19. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
20. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
21. NON-EFFECT OF WAIVER – CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
22. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
23. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
24. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

25. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
27. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.
28. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
29. PREVAILING WAGES – **USE FOR PROJECTS WITH INFRASTRUCTURE** CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
30. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
31. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work-Attachment 1, The Payment Schedule-Attachment 2, and Supporting Documentation-Attachment 3, are incorporated by reference herein and made a part hereof.
32. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

[The Remainder of this Page is Intentionally Left Blank]

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

B. By:

Dr. William A. Burke, Chairman, Governing Board

By:_____

Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

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

By: _____

//MSRC06LocalGovtMatch
Updated 8/19/05

SECTION VII: W-9 & CAMPAIGN DISCLOSURE FORMS

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	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 Line 1 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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹List 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.

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

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal 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.)

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CAMPAIGN CONTRIBUTIONS DISCLOSURE

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

In addition, Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling \$250 or more in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c). When abstaining, the Board Member or members/alternates of the MSRC must announce the source of the campaign contribution on the record. *Id.* The requirement to abstain is triggered by campaign contributions of \$250 or more in total contributions of the bidder or contractor, *plus* any of its parent, subsidiary, or affiliated companies. 2 C.C.R. §18438.5.

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

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

SECTION I. Please complete Section I.

Contractor:

RFP #: _____

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

SECTION II

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

Yes

No

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

Campaign Contributions Disclosure, *continued*:

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

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.

- (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.*

2 Cal. Code of Regs., §18703.1(d).