



Announcing the MSRC's

**Off-Road Diesel Construction Equipment
Retrofit Demonstration Program**

**A Funding Opportunity for Owners of Off-Road
Diesel Construction Equipment**

**Program Announcement &
Equipment Owner Participation Application**

PA2007-11

March 2, 2007



DATE: March 2, 2007

TO: Off-Road Diesel Construction Equipment Owners Operating in the South Coast Air Quality Management District

SUBJECT: MSRC Off-Road Diesel Construction Equipment Retrofit Program – The “Showcase Program”

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce a **Clean Transportation Funding**TM opportunity available exclusively to owners of heavy-duty off-road diesel construction equipment operating within the South Coast Air Quality Management District (AQMD). This program, entitled the “Showcase Program”, is designed to encourage owner/operators of off-road diesel construction equipment to participate with diesel emission control system manufacturers in retrofitting their engines with diesel emission control devices. The goal of this program is to demonstrate new emission control systems that will earn California Air Resources Board (CARB) verified status as well as achieve significant near term emission reductions from off-road construction equipment.

Diesel exhaust particulate is linked to a wide variety of cancer and non-cancer health impacts, prompting the California Air Resources Board (CARB) to classify diesel soot as a Toxic Air Contaminant. Diesel emission control systems recently developed have the potential to remove greater than 85% of this harmful particulate matter from a vehicle’s exhaust. Off-road diesel construction equipment is a primary source of toxic particulate matter emissions and therefore sought for participation in this demonstration program. As an incentive to participate, the Showcase Program offers to fund up to 100% of the cost of purchasing and installing a qualifying diesel emission control retrofit system that is undergoing the California Air Resources Board (CARB) verification process. Owners of diesel construction equipment who choose to participate may be eligible for a maximum of \$200,000 to reimburse the cost of retrofit device purchase and installation. Periodic device monitoring will be conducted by CARB at no cost to the participating construction equipment owner.

Participation in the Showcase Program is open to most owners of off-road diesel construction equipment in the South Coast AQMD, including private construction companies, public agencies, and local governments. Please note that selection to participate, however, will be based upon the specific attributes of each piece of construction equipment, with equipment and engines evaluated for compatibility with the diesel emission control devices undergoing verification. Thus, the Showcase demonstration program is unique in that CARB and the MSRC will endeavor to match manufacturers’ proposed retrofit devices with participating construction equipment owners. CARB has developed a profile of construction equipment sought for participation in the Showcase Program, as described in Section I.E. Off-road construction equipment owners who propose equipment that best match the vehicles included in CARB’s vehicle profile will be most highly sought after to participate in the Showcase demonstration.

Participation in the Showcase Program requires completion and submittal of an Application, included as an attachment to this Program Announcement. Selection will be determined based upon an evaluation of the proposed equipment types, engines, and operating conditions. A total of \$1,000,000 in **Clean Transportation Funding**[™] has been allocated to the Showcase Program. Please note that vehicles awarded funding under any South Coast AQMD funding program or another MSRC Work Program category are not eligible to receive additional funding under this Program.

This Program Announcement can be accessed by visiting the MSRC's website at www.cleantransportationfunding.org or the California Air Resources Board's website at www.arb.ca.gov/diesel/showcase/showcase.htm. Applicants may also obtain current information on the diesel emission control system verification process by visiting CARB's website at www.arb.ca.gov/diesel/verdev/background.htm.

Staff is available to assist applicants at anytime during the application preparation and acceptance period. If you have any questions on any aspect of the Showcase Demonstration Program please contact the applicable MSRC or CARB staff member listed in Section I.G. of this document. On behalf of the MSRC and its **Clean Transportation Funding**[™] Program, we look forward to working with you to implement this important diesel pollution reduction program.

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SECTION I.A: PROGRAM INTRODUCTION

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce a **Clean Transportation Funding™** opportunity available exclusively to owners of off-road construction equipment operating within the South Coast Air Quality Management District (AQMD). The Off-Road Diesel Retrofit “Showcase Program” offers to fund up to 100% of the cost of purchasing and installing a qualifying diesel emission control retrofit device that is undergoing the California Air Resources Board’s (CARB) Verification Process. Construction equipment owners may be eligible for a maximum of \$200,000 to offset the cost of retrofit device purchase and installation.

The goals of the Showcase Program are to reduce the public’s exposure to diesel exhaust particulate and encourage the verification of diesel retrofit devices for off-road construction equipment. Diesel particulate, especially fine particulate on the order of 2.5 microns in diameter, is associated with a wide variety of cancer and non-cancer health impacts. As a result of the detrimental health consequences of exposure to diesel particulate matter, CARB has classified diesel soot as a Toxic Air Contaminant. Diesel emission control systems can significantly reduce particulate matter emitted by diesel engines and thus reduce the public’s exposure. Currently, however, there are only three (3) diesel emission control retrofit devices verified by CARB for off-road applications. Thus, a primary goal of the Showcase demonstration program is to provide essential in-use operations data necessary to support the verification of additional retrofit devices.

Participation in the Showcase Program is open to most owners of off-road diesel construction equipment in the South Coast AQMD, including private construction companies, public agencies, and local governments. Please note that selection to participate, however, will be based upon the specific attributes of each piece of construction equipment, with equipment and engines evaluated for compatibility with the diesel emission control devices undergoing verification. Thus, the Showcase demonstration program is unique in that CARB and the MSRC will endeavor to match participating construction equipment owners with retrofit devices undergoing the CARB verification process.

CARB has developed a profile of construction equipment sought for participation in the Showcase Program, as described in Section I.E. While broad in scope, this targeted vehicle profile is necessary to ensure that retrofit devices are demonstrated on equipment applications and duty-cycles representative of California’s construction industry. Off-road construction equipment owners who propose equipment that best match the vehicles included in the equipment profile will be most highly sought after to participate in the Showcase demonstration.

I.B. PROGRAM SCHEDULE

The Showcase demonstration program will be conducted in accordance with the timeline shown below. Manufacturer Participation Applications will be accepted as of April 3, 2007. Participation Applications will be accepted for a three-month period, closing on June 29, 2007. Applications may be submitted at any time during this period.

Table 1.B.1: Key Program Dates

Off-Road Showcase Event	Date
Program Announcement & Application Release	March 2, 2007
Equipment Owner Workshop	March 22, 2007
Earliest Date for Application Submission	April 3, 2007
Last Date that Applications will be Accepted	June 29, 2007

MSRC and CARB staff members are available to answer questions and provide technical guidance anytime during the application acceptance period. Please refer Section I.F. of this document for a list of staff contacts.

I.C. EQUIPMENT OWNER WORKSHOP

A joint MSRC/CARB Equipment Owner Workshop will be held on Thursday, March 22 2007. ***Please note that attendance at the Workshop is voluntary.*** The purpose of the Equipment Owner Workshop is to provide new or updated solicitation information, provide clarification regarding this Request for Qualifications, and answer general questions regarding application preparation. In addition, the Workshop will provide a forum to address individual application preparation issues and provide one-on-one guidance to potential applicants. The location and time for the Workshop is as follows:

Date: March 22, 2007
 Time: 2:00 p.m. – 3:00 p.m.
 Location: South Coast AQMD Headquarters
 Conference Room CC-6
 Address: 21865 Copley Drive
 Diamond Bar, California 91765

Please note that the Showcase Vendor Workshop will be held prior to the Equipment Owner Workshop at 1:00 pm in the same location. Equipment owners are welcome to attend both Workshops. Please contact the MSRC staff if you need more information regarding either Workshop or directions to the South Coast AQMD Headquarters. Contact information is provided in Section I.G.

I.D. PARTICIPATION GUIDELINES, REQUIREMENTS, & PROCEDURES

The Off-road Diesel Retrofit Showcase Program is a **voluntary demonstration program** that will pair manufacturers of diesel emission control retrofit devices with off-road construction equipment operators located in the South Coast Air Quality Management District (AQMD)¹. To ensure that the Showcase Program conforms to all applicable AQMD legal requirements and MSRC policies, the following requirements and conditions have been established and apply to all participants:

¹ The geographical jurisdiction of the South Coast AQMD includes the urban, non-desert portions of Los Angeles, Orange, Riverside, and San Bernardino Counties in Southern California. Includes the Coachella Valley.

1. **Funding Availability** - The amount of FY 2006-'07 MSRC **Clean Transportation Funding™** allocated for the Showcase Program is \$1,000,000. Additional funding may be applied to this program at the discretion of the MSRC.
2. **Showcase Funding Level** – The MSRC will pay up to 100% of the cost of purchase and installation for diesel emission control retrofit devices undergoing the CARB verification process.
3. **Maximum Funding per Entity** - To ensure broad-based participation, the maximum total funding award to any single entity under this Program Announcement shall not exceed \$200,000. This maximum funding restriction can be waived by the MSRC in the event the MSRC allocates additional funding to this Program or does not receive qualifying applications from other applicants that meet or exceed \$1,000,000.
4. **MSRC Funds Paid on a Reimbursement Basis Only** – MSRC funds will be distributed on a reimbursement basis only upon retrofit device installation and submittal of all required reports and invoices.
5. **Equipment Operating Location** – Off-Road construction equipment selected to participate in the Showcase Demonstration Program must operate at least 85% of its total annual hours of operation within the geographical jurisdiction of the South Coast AQMD.
6. **Emission Reductions must be “Above and Beyond” Mandated Requirements** - Applicants must certify that the proposed deployment of diesel retrofit devices is not required by, or in fulfillment of, any local, state or federal law, rule, or regulation.
7. **Diesel Retrofit Device Selection** – Off-road construction equipment owners selected for participation in the Showcase Program will be provided a list of eligible retrofit devices deemed compatible with the proposed equipment, engine, and duty-cycle. Only approved retrofit devices will be eligible to receive an MSRC funding reimbursement.

Only diesel emission control systems undergoing the CARB verification process will be demonstrated in the Showcase Program. These may include retrofit devices that have previously earned on-road verified status and are seeking off-road verification, retrofit devices that have earned verification in Europe and are seeking California verified status, or new systems never previously verified. These retrofit devices will utilize technologies expected to achieve an 85% or greater reduction in particulate matter in off-road construction equipment applications. In some cases, a device undergoing verification will be seeking to demonstrate an 85% or greater reduction in particulate matter plus a 25% or greater reduction in oxides of nitrogen NO_x emissions.

It is anticipated that retrofit devices demonstrated in the Showcase Program will be granted Conditional Verification status by CARB. ***All retrofit devices demonstrated in the Showcase Program will have warranty provisions to protect the participating equipment owner.***

8. **Retrofit Device Installation Deadline** – All equipment retrofits should be completed within twelve (12) months of the date of contract execution between the MSRC and the construction equipment owner.

9. **Access to Equipment** – On a periodic basis, CARB may request access to the equipment retrofitted with a diesel emission control device for the purpose of monitoring, data retrieval, and/or onsite emissions testing. Participating equipment owners will be required to grant limited access to CARB and MSRC representatives for these purposes as a condition of accepting MSRC funding.
10. **Reporting Requirements** – The reporting requirements established for the Showcase are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the participants. The following are the minimum reporting requirements for participation in the Showcase:
- A concise Interim Report, to be submitted along with the retrofit device purchase/installation invoice. This report must contain a brief summary of the installation process, initial equipment performance, and any relevant issues experienced during device installation and the initial demonstration period.
 - A concise Final Report, to be submitted approximately six (6) months from the date of retrofit device installation. This report must contain a brief summary of the equipment's performance using the emission control device, driver comments regarding vehicle performance, and any mechanical or operational issues experienced. Failure to submit a Final Report will be considered in future funding requests from the applicant.
11. **Additional Conditions for Participation in the MSRC Showcase:**
- Equipment funded under the MSRC Showcase Program is not eligible to receive additional diesel emission control system incentive funds from any other state or local agency, including the South Coast AQMD Carl Moyer Program;
 - MSRC funds can be used ONLY for direct costs associated with the purchase and installation of the approved diesel retrofit device and thermal insulation, if required. Device regeneration equipment, maintenance, etc. are not allowable costs for reimbursement under the Showcase Program. In addition, MSRC funds cannot be used to fund existing staff salaries, administrative costs, or project management costs necessary to implement the program;
 - In accordance with state law, all projects funded with MSRC Discretionary Funds are subject to audit.

I.E. OFF-ROAD CONSTRUCTION EQUIPMENT PROFILE

To ensure a wide cross-section of construction equipment is included in the Showcase demonstration, applications will be screened against the Vehicle Profile shown in Table I.E-1, below. This profile is based on the population of the California construction industry fleet contained in the California Air Resource Board's Off-road Emissions Inventory. A wide cross-section of construction vehicle types is necessary to capture the diverse applications and duty cycles represented in the construction industry. Additionally, to the extent possible, a range in the age of vehicles would be preferred to provide the retrofit device manufacturers the opportunity to target more stringent conditions for testing their devices (i.e., older, dirtier engines). The most populous vehicle types are highlighted:

Table 1.E-1: Off-Road Diesel Construction Equipment Targeted for Inclusion in the Showcase Demonstration Program

Showcase Vehicle Population Profile				
Vehicle \ HP	25-174	175-499	500+	Total
Bore/Drill Rigs	2	-	-	2
Cranes	2	1	-	3
Crawler Tractors	5	4	1	10
Excavators	4	7	1	12
Graders	1	3	-	4
Off-Highway Tractors	1	3	1	5
Off-Highway Trucks	-	2	1	3
Other Mobile Off-road	2	-	-	2
Pavers	2	-	-	2
Rollers	3	2	-	5
Rough Terrain Forklifts	4	-	-	4
Rubber Tired Dozers	1	1	-	2
Rubber Tired Loaders	5	6	1	12
Scrapers	-	2	1	3
Skid Steer Loaders	10	1	-	11
Tractors/Loaders/Backhoes	10	4	1	15
Trenchers	5	-	-	5
Total	57	36	7	100

I.F. APPLICATION SUBMITTAL INSTRUCTIONS

A Participation Application must be completed and submitted prior to receiving approval to participate in the Showcase demonstration program. The necessary forms are included in Section II 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 signed by the person(s) authorized to contractually bind the proposing entity.
 - c) **Application Attachments** - In an effort to reduce the paperwork burden on applicants, a template based application format has been provided for Showcase Off-Road Demonstration Program applications. The template forms are designed to be self-explanatory and should prove straightforward to complete. The Forms are included as **Attachment A** to this Program Announcement.
 - d) **Certifications** – All applicants must complete and submit the following forms, located in Section III, as an element of their Application (unless specifically exempted below):
 - 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 five (5) copies (total of six) in a sealed envelope, marked in the upper left-hand corner with the name and address of the applicant and the words "PA2007-11 Showcase Fleet Program". The earliest date for application submittal is April 3, 2007. Please note that Showcase applications must be received no later than 5:00 p.m., 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 this Program Announcement and/or issue supplementary information or guidelines relating to this Program Announcement during the application preparation period of March 2, 2007 through June 29, 2007. Any solicitation 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 this Program Announcement will be screened to insure they comply with all stated program requirements and policies of the MSRC and South Coast AQMD.

I.G. IF YOU NEED HELP... CONTACT INFORMATION

This Request for Qualifications and Participation Application can be obtained by accessing the MSRC web site at www.cleantransportationfunding.org or the Air Resources Board Showcase website at www.arb.ca.gov/diesel/showcase/showcase.htm. MSRC and CARB 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 Assistance**, please contact:
Ms. Cynthia Ravenstein
MSRC Contracts Administrator
Phone: 909-396-3269
Fax: 909-396-3682
E-mail: cynthia@cleantransportationfunding.org

- For **Technical Assistance**, please contact:
Mr. Ray Gorski
MSRC Technical Advisor
Phone: 909-396-2479
Fax: 909-396-3682
E-mail: rgorski@aqmd.gov

- For **Equipment Eligibility Requirements**, please contact:
Mr. Jeff Wilson
CARB, Heavy Duty Diesel In-Use Strategies Branch
Phone: 916-323-2397
Fax: 916-323-1337
E-mail: jewilson@arb.ca.gov

- For **Testing and Installation**, please contact:
Mr. Johnny Karim
CARB, Testing and Field Support Section
Phone: 626-459-4303
Fax: 626-575-6699
E-mail: jkarim@arb.ca.gov

SECTION II: APPLICATION EVALUATION & APPROVAL PROCESS

Applications submitted by owners of off-road construction equipment seeking participation in the Showcase Demonstration Program will be evaluated upon receipt to ensure compliance with all Showcase requirements. Applications deemed complete will then be forwarded to an Evaluation Committee comprised of representatives of the MSRC Technical Advisory Committee, with additional technical assistance provided by representatives of the MSRC, California Air Resources Board, and South Coast AQMD.

The Committee will match qualifying off-road construction equipment with compatible diesel emission control systems undergoing the CARB verification procedure. In some cases, multiple diesel emission control systems may be compatible with a piece of off-road construction equipment. In those cases, the equipment owner will be requested to state their preference as to the specific diesel emission control strategy to be demonstrated. Due to the unique nature of the Showcase Demonstration, however, cases may arise in which an owner of off-road construction equipment may be asked to demonstrate a specific retrofit device. In those cases, the technical rationale for this recommendation will be provided to the equipment owner, with the owner retaining the right to participate in the demonstration or opt out of the Showcase Program. While every effort will be made to accommodate the equipment owners as it pertains to which devices are demonstrated on their equipment, technical or operational characteristics of specific retrofit devices, as well as the overall programmatic goals of the Showcase Demonstration, may limit the pool of retrofit devices available to each equipment owner.

Due to the necessity to demonstrate diesel emission control devices on a broad spectrum of off-road construction equipment, the Off-Road Equipment Profile described in Section I.E. will guide the MSRC and CARB's matching of proposed equipment with retrofit devices undergoing the verification process. While every effort will be made to match qualifying equipment with a retrofit device, funding availability and the technical and programmatic goals of Showcase may

result in some equipment not being recommended to participate. Thus, submittal of a qualifying equipment application may not in all cases result in an award of MSRC **Clean Transportation Funding™**.

Equipment proposed for retrofit demonstration in the Showcase Program will be evaluated as follows:

- Applications will be evaluated in order of receipt. Applications received before 5:00 pm on the first day of the acceptance period, April 3, 2007, will be deemed at the same time and given highest priority when matching retrofit devices;
- Each applicant's proposed off-road construction equipment technical specifications will be forwarded to an Evaluation Committee comprised of members of the MSRC Technical Advisory Committee, the MSRC and South Coast AQMD technical staff, and representatives of the California Air Resources Board. The Evaluation Committee will match diesel emission control system retrofit devices with proposed equipment, within the technical and programmatic limitations stated above;
- In some cases, additional clarifying information may be requested from an equipment owner. The additional clarifying information may relate to equipment technical specifications, operating location, duty-cycle, etc;
- Please note that substitutions of off-road diesel equipment proposed by an equipment owner will constitute a new application. This new application will be evaluated when received and cannot directly replace an application that had been previously received;
- The recommendations of the Evaluation Committee will be provided to each equipment applicant. An applicant will have the ability to review the Evaluation Committee recommendation as it pertains to matching retrofit devices. The applicant reserves the right to opt out of the Showcase Demonstration Program in the event the recommended retrofit devices are not acceptable to the applicant;
- The recommendations of the Evaluation Committee will be forwarded to the MSRC Technical Advisory Committee for review and approval at a regularly scheduled Committee meeting;
- The recommendations of the MSRC Technical Advisory Committee will be forwarded to the MSRC for consideration at their regularly scheduled meeting. Upon approval by the MSRC, the funding recommendations will be approved by the Governing Board of the South Coast AQMD;
- Applicants selected for participation in the Showcase Demonstration Program will be required to enter into a binding contract with the South Coast AQMD on behalf of the MSRC. This contractual instrument is required to allow funding reimbursement for devices purchased under this Program;
- Selected applicants will be authorized to purchase and install qualifying retrofit devices only upon receipt of Authorization to Proceed from the MSRC/South Coast AQMD. Authorization to Proceed will be given at the time the contract between the equipment owner and the South Coast AQMD/MSRC is fully executed by the AQMD Governing Board Chairman;
- The purchase of a qualified retrofit device by an applicant selected to participate in the Showcase Program prior to receipt of a fully executed contract is not allowable. **Any purchases of qualifying devices prior to receipt of a fully executed contract is done solely at the equipment owners' risk and there is no guarantee qualifying devices purchased in advance of contract execution will receive reimbursement;**

- Please feel free to direct any questions regarding the application evaluation and selection process to rgorski@aqmd.gov.

SECTION III: APPLICATION PREPARATION FORMS

All applicants seeking participation in the Showcase Off-Road Diesel Emission Control System Demonstration Program must complete and submit an application in accordance with the requirements delineated in Section I. Questions are welcome and should be directed to the appropriate staff member listed in Section I.G.

ATTACHMENT A: APPLICATION FORMS

The forms included in the following templates should be completed by the applicant and submitted in accordance with the instructions provided in Section I.F., "Application Submittal Instructions".

FORM 1: APPLICATION SUMMARY INFORMATION

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

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

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

B. Funding Request Summary:

MSRC Clean Transportation Funding™ Requested: \$ _____

Other Co-Funding Applied to Project: \$ _____

Total Project Cost: \$ _____

FORM 2: EQUIPMENT INFORMATION

1. Please provide the following information to the maximum extent possible for each piece of Off-Road Construction Equipment proposed for the Showcase Demonstration Program. ***Please Use a Separate Sheet for each piece of equipment proposed. Attach all completed sheets to your Application.***
2. Please attach a photograph or digital picture of the proposed equipment, if possible. Photos may be submitted on CD-ROM or via e-mail in the form of digital JPG Images may be sent via e-mail.

Part 1 of 2

Equipment Type and ID (i.e., CAT D9N Dozer, Equipment ID 00123)	
Equipment Model Year	
Engine Manufacturer	
Engine Model	
Engine Model Year	
Total Engine Hours Since New (Estimated)	
Engine Hours Since Last Rebuild	
Engine Serial Number	
Engine Rated Horsepower	
Annual Hours of Operation (Estimate)	

EQUIPMENT INFORMATION – continued

Part 2 of 2

Address of Equipment Storage Yard	Street Address:
	City:
Anticipated Equipment Operating Location During Diesel Emission Control System Demonstration	Street Address (if known): City: Job Site Name:
Expected Duration at Above Location (months)	
Expected Number of Engine Hours to be Accrued at Proposed Operating Location	

3. CARB and the MSRC are seeking equipment that will be able to accrue approximately **700 hours of engine operation** within the jurisdiction of the South Coast AQMD. ***Do you anticipate that the proposed piece of equipment will be able to accrue approximately 700 hours within the South Coast AQMD² jurisdiction within a 12 month period?*** (check appropriate box)

- YES
- NO

² The geographical jurisdiction of the South Coast AQMD includes the urban, non-desert portions of Los Angeles, Orange, Riverside, and San Bernardino Counties in Southern California. Includes the Coachella Valley.

FORM 3 – CERTIFICATIONS

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, 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:

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- 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).

DISADVANTAGED BUSINESS CERTIFICATION

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

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

Following state guidance, a vendor may be deemed a disabled veteran business enterprise (DVBE) if it meets the following:

- is an independent business concern which is at least 51 percent owned and controlled by disabled veteran(s), and the home office is located in the U.S.

Statements of certification:

As a prime contractor to the SCAQMD, _____ (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 31.36(e), and will follow the six affirmative steps listed below **for contracts or purchase orders funded in whole or in part by federal grants and contracts.**

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

(a) Self-Certification Verification:

Check all that apply:

- | | |
|---|---|
| <input type="checkbox"/> Small business enterprise | <input type="checkbox"/> Women-owned business enterprise |
| <input type="checkbox"/> Local business | <input type="checkbox"/> Disabled veteran-owned business enterprise |
| <input type="checkbox"/> Minority-owned business enterprise | |

Percent of ownership: _____ %

Name of Qualifying Owner(s): _____

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

B. NAME	TITLE
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C. TELEPHONE NUMBER	DATE
----------------------------	-------------

(a) *Definitions*

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

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

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

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

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

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

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

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

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

- is any business enterprise including its affiliates located inside the United States that is organized for profit, pays U.S. taxes, and/or uses American products, materials, and/or labor, etc.
- is independently owned and operated
- is not dominant in the field of operation
- is qualified as a small business under the criteria and size standards set forth in 13 CFR 121

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

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.

is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.



**SAMPLE CONTRACT
OFF-ROAD DIESEL CONSTRUCTION EQUIPMENT RETROFIT DEMONSTRATION PROGRAM**

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. CONTRACTOR warrants that it is well qualified, experienced, and has the expertise to provide such services on the terms set forth here.
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. SERVICES - CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the services described herein.
6. 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.
7. TERM - The term of this Contract is from the date of execution by both parties to *******, unless terminated earlier as provided for in Clause 8 below entitled Termination, or extended by modification of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. 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.
8. 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 13 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.
9. 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.
10. 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.
11. PAYMENT
- A. AQMD shall reimburse CONTRACTOR up to a total amount of *** Dollars (\$***) in accordance with Attachment 2 - Payment Schedule, expressly incorporated herein by this reference and made a part hereof of this Contract. 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, referencing the task completed or a percent of work accomplished and detailing line item expenditures as listed in Attachment 2, Payment Schedule, and the amount of charge claimed.
 - 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. AQMD'S payment of invoices shall be subject to the following limitations and requirements:
 - 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR) in excess of Two Hundred and Fifty Dollars (\$250).
 - 2. CONTRACTOR'S failure to provide receipts shall be grounds for AQMD'S non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
 - D. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
12. 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.

13. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. 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: ***

14. 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.

15. RIGHTS OF TECHNICAL DATA - AQMD shall have unlimited right to use technical data resulting from performance of CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
16. ACCESS TO EQUIPMENT – On a periodic basis, representatives of AQMD, MSRC and the California Air Resources Board (CARB) may request access to the equipment retrofitted with a diesel emission control device for the purpose of monitoring, data retrieval, and/or onsite emissions monitoring. CONTRACTOR shall grant access to AQMD, MSRC and CARB representatives for these purposes.
17. OPERATION WITHIN SOUTH COAST AIR QUALITY DISTRICT – Each of the vehicles retrofitted with a diesel emission control device 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.
18. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights 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.
19. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.
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. APPROVAL OF SUBCONTRACT
 - A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
 - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
 - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.
29. 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. Requests to expend funds above the Contract value stated in Clause 11A must be approved prior to the expenditure of additional funds. 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.
30. 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.

31. 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.

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

Sample



B. By:

 Dr. William A. Burke, Chairman, Governing Board

Date: _____

By: _____

Name: _____
 Title: _____

Date: _____

ATTEST:
 Sandra McDaniel, Clerk of the Board

By: _____

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

By: _____

Sample