



# **Alternative Fuel Infrastructure Funding Opportunities**

**For New, Expanded, & Upgraded Facilities in the  
South Coast Air Quality Management District**

**Request for Proposals**

**P2008-12**

**December 7, 2007**

## SECTION 1 - INTRODUCTION

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce the availability of **Clean Transportation Funding™** to assist in the construction, upgrade, and expansion of Alternative Fuel Infrastructure within the South Coast Air Quality Management District.

This funding opportunity has at its core the following goals and objectives:

- Offer funding opportunities to *most*, if not all, entities interested in pursuing alternative fuel infrastructure projects, including public and private site owners, fleet owners, infrastructure providers, fuel providers, and school districts;
- Be comprehensive in scope, offering incentives for the construction of new alternative fuel refueling facilities, upgrades and expansion of existing refueling facilities, as well as modifications to vehicle maintenance facilities to accommodate alternative fuels;
- Offer proposal submission flexibility – a four-month open proposal period to promote and accommodate submission of “shelf ready” projects, including the ability to refine and resubmit proposals initially deemed less than complete;
- Support fleets purchasing alternative fuel vehicles in compliance with the South Coast AQMD Fleet Rules, or pursuing vehicle incentives under the South Coast AQMD Carl Moyer Program.

The following Sections describe in detail requirements for participation, proposal preparation, as well as maximum incentive levels available. In addition, MSRC staff members are available to answer questions and provide technical and programmatic guidance as appropriate during the entire proposal preparation period. Please refer to Section 6 of this document for a list of MSRC Staff contacts.

## SECTION 2 - PARTICIPATION GUIDELINES

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

1. **Available Funding** - The amount of FY 2007-'08 MSRC **Clean Transportation Funding™** allocated for the Alternative Fuel Infrastructure Program is \$2.5M. Please note that this funding level is a targeted amount – should meritorious projects be received totaling greater than the current funding allocation of \$2.5M, the MSRC reserves the right to increase the amount of total funding available. In contrast, should the MSRC receive proposals with total requests less than the amount allocated, or if proposals are deemed non-meritorious, the MSRC reserves the right to reduce the total funding available and reallocate funds to other Work Program categories.
2. **Eligible Applicants** – Most entities interested in implementing new or upgraded alternative fuel infrastructure projects within the South Coast AQMD jurisdiction are welcome to participate in the Program. Eligible applicants include, but are not necessarily restricted to:
  - Infrastructure Developers and Alternative Fuel Providers;
  - Fleet Operators, both public and private, including fleets participating in the AQMD Carl Moyer Program;
  - Owners of Existing Refueling Stations seeking to upgrade or expand their facility;

- School Districts seeking assistance for new compressed natural gas refueling station development or expansion;
  - Project teaming by multiple stakeholders, such as real property owners working in partnership with infrastructure providers or fleet operators, joint powers authorities, limited liability partnerships, etc., are eligible to participate. The MSRC does require, however, that a single prime contractor and contract signatory be designated at the time of proposal submission;
  - **Applicant Eligibility Restriction** – Commercial entities whose business is the construction, implementation, and/or maintenance of refueling stations or sale of fuel are not eligible to seek funding for the expansion or upgrade of their own stations, as these entities have an economic interest in keeping their own stations in an operable and modern condition with sufficient throughput capability.
3. **Eligible Alternative Fuels** – The following alternative fuels are allowable under this Program for new station construction, station upgrade or expansion, or modification of maintenance facilities:
- Compressed Natural Gas (CNG);
  - Liquefied Natural Gas (LNG);
  - Liquefied/Compressed Natural Gas (L/CNG);
  - Hydrogen (H<sub>2</sub>);
  - Hydrogen/Natural Gas Blends.
4. **Maximum Total Funding Per Entity** – To ensure broad-based participation, the MSRC has established the following maximum funding parameters:
- The maximum total funding award to any public or private entity under this solicitation shall not exceed 60% of the total Available Funding. This maximum funding restriction can be waived by the MSRC in the event the MSRC does not receive meritorious Proposals from other bidders that meet or exceed 40% of the total available funds, or if the MSRC allocates additional funds to the program. The MSRC reserves the right to determine which projects, if any, are deemed meritorious and warrant a **Clean Transportation Funding™** award; and
  - The total of the MSRC funding award *plus* any award from the South Coast AQMD for the *same project* cannot exceed 50% of the Total Project Cost. This requirement is stipulated to ensure substantial leveraging of public incentive funds is achieved.
5. **Signage Requirements** – New publicly accessible refueling stations that receive an MSRC **Clean Transportation Funding™** award must have motorist directional signage installed in proximity to the refueling station. This includes identification signs in immediate proximity to the refueling station and directional “trailblazer” signs on major streets and arterials in proximity to the refueling station. The cost of sign procurement, permitting, and installation may be included as a station capital cost element and is eligible for partial reimbursement from the MSRC in accordance with the Eligible Project Category funding levels delineated in Section 3 of this Request for Proposals.

Please note that the installation of Freeway Signs is not required. Should the Applicant propose freeway signage as an element of their proposal, the MSRC will reimburse 100% of the cost of freeway sign procurement, permitting, and installation up to a maximum of \$3,000 per station.

6. **Federal Tax Credits** – Entities that sell, compress and/or dispense alternative fuels may be eligible for a Federal Tax Credit. To promote the use of alternative fuel, the MSRC believes it is appropriate that the Federal Tax credit ultimately reduce the price of fuel dispensed. Therefore, commercial entities seeking MSRC funding, whose primary business is the construction of refueling stations and/or sale of fuel, must disclose how the Federal Tax Credits are accounted for when developing station cost construction cost estimates and fuel pricing. Please refer to Attachment G of this Request for Proposals.
7. **Funding Restrictions** – MSRC funds cannot be used to fund the following project elements:
  - Alternative fuel refueling station maintenance or operations costs, including utility costs, or fuel purchase costs;
  - Purchase or lease of real property.
8. **Conflict of Interest** - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the MSRC. Although the bidder will not be automatically disqualified by reason of work performed for such firms, the MSRC reserves the right to consider the nature and extent of such work in evaluating the proposal.
9. **Certifications** – All applicants must complete and submit the following Attachment H forms as an element of their Proposal (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.
  - Disadvantaged Business Certification. The AQMD needs this information for their vendor database. IT WILL NOT BE CONSIDERED IN THE DETERMINATION OF YOUR MSRC AWARD. Governmental entities do not need to complete this form.
10. **Additional Conditions on MSRC Funding**
  - MSRC projects are funded on a “site-specific” basis; that is, each project is evaluated with respect to its unique location. Thus, proposals that result in an award of MSRC funds are not allowed to change the project implementation location under any circumstances. In the event the project location becomes unavailable, nonviable, or no longer cost-effective, either contract negotiations will terminate or the contract will terminate, as applicable. The award will then be returned to the discretionary fund. The contractor would be required to submit a new proposal for evaluation under a future MSRC Work Program solicitation;
  - Project applicants are expected to provide a realistic project implementation schedule as an element of their Proposal. In the event a Proposal is awarded MSRC funds resulting in an AQMD contract, the proposed project implementation schedule will become an element of the contract. In the event a contractor is unable to meet project milestones and requires additional time, the MSRC reserves the right to administratively authorize a one-time extension to the period of performance, not to exceed an additional one (1) year. No additional extensions to the contract period of performance will be granted;
  - MSRC funds will be distributed on a reimbursement basis only upon completion of approved project tasks and submission of all required reports and invoices.
  - Recipients of MSRC **Clean Transportation Funding™** must guarantee that projects implemented under this Program will remain operational and in the approved location for a period of no less than five (5) years from the date the project is fully implemented. For

the purpose of refueling station construction or upgrades, “fully implemented” is defined as the date the refueling station initiates fueling operations in its new or upgraded capacity;

- Infrastructure projects funded under this Request for Proposals are not eligible to apply for additional funds under any other current MSRC Work Program solicitation;
- MSRC funds are not intended to fund staff salaries or administrative costs. Reasonable project management costs necessary to implement infrastructure projects are allowable; however, the MSRC reserves the right to reduce or delete program management costs that appear excessive;
- All projects must include a media and community outreach component. Acceptable outreach strategies may include, but are not limited to, a Grand Opening/project kickoff event, press releases, or press conference to highlight the project’s accomplishments;
- Finally, in accordance with state law, all projects awarded MSRC **Clean Transportation Funding™** are subject to audit. The provisions of the audit are discussed in the Sample Contact, included as Section 10 of this document. It is highly recommended that bidders employ government acceptable standard accounting practices when administering their MSRC co-funded project.

### SECTION 3 - ELIGIBLE PROJECT CATEGORIES

The MSRC Alternative Fuel Infrastructure Program offers incentives for a wide range of infrastructure types. The following sections describe allowable project categories, conditions and constraints, as well as **Clean Transportation Funding™** incentive levels.

1. **New Construction Alternative Fuel Refueling Stations** – Including fast-fill stations, slow or time-fill stations, and FuelMaker™ -type refueling apparatus are eligible for a maximum incentive of 50% of the cost of the station capital equipment, not to exceed \$400,000. Please note that for the purpose of this Request for Proposals, “capital costs” are defined as direct costs of station hardware, installation, and directional signage only;
  - **Category Restrictions** – Please be aware that stations funded under this category must be new construction using new infrastructure components. The relocation of existing alternative fuel refueling stations, or the reuse of components or equipment from existing stations, is prohibited.
2. **Upgrade and Expansion of Existing Alternative Fuel Refueling Stations** – Owners of existing CNG or LNG stations seeking upgrades or expansion to accommodate growing fleet or throughput needs are also eligible to participate in the MSRC Infrastructure Program. Eligible 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).

**Incentive Levels** – The upgrade and expansion of existing refueling facilities are eligible for a maximum incentive of 50% of the cost of the station upgrade or expansion capital equipment, not to exceed \$200,000. Please note that for the purpose of this Request for Proposals, “capital costs” are defined as direct costs of station hardware and installation only;

▪ **Category Restrictions:**

- Commercial entities whose business is the construction, implementation, maintenance, or sale of fuel are not eligible to seek funding for the expansion or upgrade of their own stations, as these entities have an economic interest in keeping their own stations in an operable condition with sufficient throughput capacity;
- Proposals for refueling station upgrades and/or expansion **MUST** provide documentation that the proposed project will result in increased station utilization and increased alternative fuel throughput.

3. **Modifications to Existing Facilities to Accommodate Alternative Fuels** – In addition to refueling stations, MSRC **Clean Transportation Funding™** is available for the modification of existing facilities used for 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.

**Facility Modification Incentive Levels** – MSRC **Clean Transportation Funding™** levels for facility modifications to accommodate alternative fuel vehicles are capped at a maximum of 50% of the project capital costs, not to exceed a maximum of \$50,000 per facility. “Capital costs” are defined as direct costs associated with facility modification hardware and installation only.

Project proposals 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.***

## SECTION 4 - SCHEDULE OF EVENTS

The Alternative Fuel Infrastructure Program will be conducted in accordance with the timeline illustrated in Table 4-1, below. Project proposals may be submitted at any time during the four-month period commencing December 7, 2007 and ending March 28, 2008. *Please note that proposals must be received no later than 5:00 p.m. on March 28, 2008. Late proposals will not be evaluated and will not be eligible for MSRC funding.*

Table 4-1 - Key Alternative Fuel Infrastructure Program Dates

Program Event	Date
Request for Proposals Release	December 7, 2007
Proposal Submittal Period	Dec. 7, 2007 - March 28, 2008
Bidders' Conference	January 9, 2008
Latest Date/Time for Proposal Submittal	March 28, 2008 @ 5:00 p.m.

**Bidders' Conference**

A Bidders' Conference for the Alternative Fuel Infrastructure Program will be held on Wednesday, January 9, 2008. **Please note that attendance at the Bidders' Conference is voluntary.** The purpose of the conference is to provide new or updated solicitation information, provide clarification regarding this Request for Proposals, and answer general questions regarding proposal preparation. In addition, the Bidders' Conference will provide a forum to address individual proposal preparation issues and provide one-on-one guidance to potential applicants. The location and time for the Bidders' Conference is as follows:

Date: January 9, 2008  
 Time: 10:30 a.m. – 11:30 p.m.  
 Location: South Coast AQMD Headquarters  
 Conference Room CC-6  
 Address: 21865 Copley Drive  
 Diamond Bar, California 91765

**SECTION 5 - PROPOSAL PREPARATION & SUBMITTAL INSTRUCTIONS**

A Project Proposal must be completed and submitted for funding consideration under this Program. As stated in the Introduction, only proposals deemed complete will be evaluated and considered for a funding award. Proposals must be prepared and submitted in accordance with the instructions outlined below.

1. **Proposal Preparation** – The following information must be included in all Proposals seeking MSRC **Clean Transportation Funding™** under the Alternative Fuel Infrastructure Program:
  - a) **Cover letter** - Transmittal of the Proposal must be accompanied by a cover letter. The letter should also provide the name, telephone and fax numbers, and e-mail address of the contact person(s) for technical and contractual matters, and be signed by the person(s) authorized to contractually bind the proposing entity.

For joint Proposals, 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 Proposal.

b) **Attachments A-H** - Proposals must include the following completed Attachments, including all required supporting documentation as requested. Proposal Templates and Instructions are included in Section 8 of this Request for Proposals; see page 13:

- Attachment A: Applicant Information
- Attachment B: Project Description & Technical Specifications
- Attachment C: Project Cost Breakdown
- Attachment D: Project Implementation Schedule
- Attachment E: Memorandum of Understanding/Memorandum of Agreement
- Attachment F: Utilization Estimates/Letters of Commitment
- Attachment G: Federal Tax Credit Accounting
- Attachment H: Certifications

2. **Proposal Submittal Instructions** - Applicants must submit one (1) original Proposal 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 "P2008-12, Infrastructure Program". The original Proposal should be submitted unbound on white, 8 ½" x 11" paper. When possible, any plans, diagrams, etc. should be affixed to standard size paper to facilitate reproduction. The earliest date for Proposal submittal is December 7, 2007. The last date and time to submit is March 28, 2008 at 5:00 p.m. All Proposals should be directed to:

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

In addition to the paper Proposal, applicants must also submit an electronic copy of their Proposal in either PDF format or Microsoft Word. This may be provided via e-mail or CD-ROM at the convenience of the Applicant. Over-sized attachments, such as site drawings, etc. are not required to be included in the electronic copy if inclusion would be problematic. E-mailed electronic Proposal copies should be sent to either [cynthia@cleantransportationfunding.org](mailto:cynthia@cleantransportationfunding.org) or [ray@cleantransportationfunding.org](mailto:ray@cleantransportationfunding.org); CD-ROM disks should be sent in care of the Procurement Unit at the street address listed above.

*Please note that the Proposal is only deemed "received" when the four (4) complete paper copies are submitted in accordance with the above instructions - submittal of an electronic Proposal only does not constitute receipt by the AQMD.* In addition, please note that faxed Proposals will not be accepted.

3. **Addenda** – The Mobile Source Air Pollution Reduction Review Committee may modify the Request for Proposals and/or issue supplementary information or guidelines relating to the Request for Proposals during the Proposal preparation and acceptance period of December 7, 2007 to March 28, 2008. Amendments will be posted on the MSRC website at [www.cleantransportationfunding.org](http://www.cleantransportationfunding.org).

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

5. **Certificates of Insurance** - Applicants are required to provide a statement that upon notification of award, a certificate(s) of insurance naming the SCAQMD as an additional insured will be provided within forty-five (45) days. Entities that are self-insured are required to provide a statement to that effect in their proposal.

## SECTION 6 - IF YOU NEED HELP...

This Request for Proposals and Proposal can be obtained by accessing the MSRC web site at [www.cleantransportationfunding.org](http://www.cleantransportationfunding.org). MSRC staff members are available to answer questions during the Proposal acceptance period. In order to help expedite assistance, please direct your inquiries to the applicable staff person, as follows:

- For **General and Administrative Assistance**, please contact:  
Cynthia Ravenstein  
MSRC Contracts Administrator  
Phone: 909-396-3269  
Fax: 909-396-3682  
E-mail: [Cynthia@cleantransportationfunding.org](mailto: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](mailto:Ray@cleantransportationfunding.org)
- For **Contractual Assistance**, please contact:  
Dean Hughbanks  
AQMD Procurement Manager  
Phone: 909-396-2808  
E-mail: [dhughbanks@aqmd.gov](mailto:dhughbanks@aqmd.gov)

## SECTION 7- PROPOSAL EVALUATION AND APPROVAL PROCESS

Proposals will be forwarded to an Evaluation Subcommittee comprised of members of the MSRC Technical Advisory Committee (MSRC-TAC). Proposals will be evaluated individually against criteria established by the MSRC; these criteria are listed in subsequent paragraphs.

**Evaluation Criteria** – Factors to be used when assessing the merits of a proposed alternative fuel infrastructure project are outlined below. Each project will be assessed individually against the appropriate evaluation criteria. Proposals that adequately satisfy the MSRC's infrastructure objectives will be recommended for a funding award in order of assessment. Proposals deemed insufficient will be returned to the Applicant with an explanation of the project's deficiencies; provided that sufficient time remains before the Proposal Submittal Deadline, these projects are eligible for re-submittal should the project's perceived shortcomings be adequately resolved.

Proposals will be screened by MSRC Staff members to determine compliance with all mandatory requirements. Proposals deemed compliant will be forwarded to an Evaluation Subcommittee comprised of members of the MSRC Technical Advisory Committee (MSRC-

TAC). Proposals will be evaluated, scored, and ranked using criteria established by the MSRC; these criteria are listed in subsequent paragraphs. Following completion of evaluation, all proposals will be funded in rank order, taking into account the maximum funding provision discussed in Section I.D.

Proposals recommended for funding by the MSRC-TAC will be forwarded to the MSRC for approval. For all applications recommended for approval by the MSRC-TAC, the applicant will be requested to complete a Campaign Contributions Disclosure Form, which will be provided by MSRC staff at the appropriate time. Upon receipt of final AQMD Governing Board approval, the MSRC Staff will prepare a contract for execution by the proposer. The time period from receipt of an accepted to contract execution is anticipated to be approximately ninety- (90) days.

The following criteria will be used when evaluating refueling stations:

1. STRATEGIC LOCATION/GAP CLOSURE (10 points) – All proposed stations will be evaluated on the basis of location, including the station's proximity to major corridors, potential fleet users, and ease of access from freeways or major arterial roadways, etc., as well as the proposed station's ability to close a gap in alternative fuel availability along a major corridor. The most strategically-significant proposed station will earn 10 points; competing stations will be assigned a point score on a pro-rated basis;
2. POTENTIAL FOR MULTIPLE USERS (20 points) – All proposed stations will be evaluated relative to their potential to be utilized by multiple fleets or other users, including drivers of light-duty CNG vehicles. Proposers should include letters of support from potential users documenting their intention to utilize the station if constructed; these letters should be included as Attachment F of the Proposal. The station with the highest potential utilization by multiple users per MSRC dollar invested will earn 20 points; competing stations will be assigned a point score on a pro-rated basis;
3. FUEL THROUGHPUT/COST-EFFECTIVENESS (70 points) – All proposed stations will be evaluated relative to their projected fuel throughput per MSRC dollar invested. The station with the highest potential fuel utilization per MSRC dollar invested will be awarded 70 points; competing stations will be assigned a point score on a pro-rated basis.

Please note that Proposals for Refueling Station Upgrades and/or Expansion MUST provide documentation that the proposed project will result in increased station utilization and increased alternative fuel throughput.

**SECTION 8 - PROPOSAL ATTACHMENTS**

**Attachment A: PROPOSAL 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: \$ \_\_\_\_\_  
 Existing or Anticipated AQMD Funding Applied to Project: \$ \_\_\_\_\_  
 Other Co-Funding Applied to Project: \$ \_\_\_\_\_  
**Total Project Cost:** \$ \_\_\_\_\_

## Attachment B: PROJECT DESCRIPTION & TECHNICAL SPECIFICATIONS

Please complete the following sections as they relate to the proposed project:

- Part "A"           New Construction - Alternative Fuel Refueling Station
- Part "B"           Upgrade & Expansion of an Existing Alternative Fuel Station
- Part "C"           Modifications to Facilities to Accommodate Maintenance of Alternative Fuel Vehicles

**Part A** - Please provide the following information regarding the proposed **New Construction** alternative fuel refueling facility. This section only applies to New Construction:

1. Proposed Location – Please provide the street address of the proposed facility:
2. Fuel Type:
3. Site Owner – Owner of the real property upon which the station will be constructed:
4. Station Operator – Entity that will operate and maintain the refueling facility:
5. Infrastructure Vendor/Installation Contractor – Name of equipment vendor(s) and installation contractor(s):
6. Fuel Provider – Name of fuel vendor:
7. Refueling Infrastructure Description/Technical Specification – Please provide a detailed project description and technical specification for the proposed new refueling facility. This must include, at a minimum:
  - a) Site plan illustrating the proposed station's location on the property, including at a minimum the adjacent streets, entrance and exit locations, locations of dispenser islands, canopies, fuel storage tanks, compressors, walls and/or spill containment areas as appropriate;
  - b) Technical Specification, including a complete listing of all station equipment, hardware, and components, including component manufacturer and model number. In addition, the specification must provide fuel storage capacities, compression and dispenser ratings, number, make, and model of dispensers and card readers, etc.
  - c) Description of other project elements, including site amenities such as private access/public access islands, card reader payment options, overhead canopies, signage, traffic circulation plan, landscaping, fencing, security lighting, etc.

**Part B** - Please provide the following information regarding the proposed **Upgrade & Expansion** of an existing alternative fuel refueling facility. This section only applies to an existing station seeking funding for upgrades and expansion:

1. Please check the appropriate box:

The proposed new refueling station is:

- Publicly Accessible (open to any user a minimum of 18 hours per day, seven days per week)
- Limited Access (does not meet criteria of Public Accessibility)

2. Please check all upgrade and expansion elements that apply to the proposed project:

- Expansion of fuel storage capacity (addition of CNG or LNG) 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
- Station modifications to allow public accessibility
- Upgrade of existing payment card reader to accommodate multi-card capability
- Additional fuel dispenser(s)
- Other (please specify)\_\_\_\_\_

3. Please provide a detailed description and technical specification of the existing refueling station: Please include, at a minimum, a description of the site location, existing fuel type and storage capacity, number of existing fuel dispensers, level of accessibility (private access, limited fleet access, etc.), current station utilization, including average monthly fuel throughput, numbers and types of vehicles that typically utilize station, etc. *(Please attach additional sheets as necessary)*

4. Please discuss the proposed station expansion and/or upgrades: Provide a detailed description of the proposed upgrade and/or expansion project. Include a technical description of the station in its modified or expanded configuration. Discuss, at a minimum, how the proposed upgrades/expansion will impact the station's ability to remain operational and accessible, the strategic importance of the expanded and/or upgraded station, and the number, types, and sizes of vehicles the station will accommodate in its expanded and/or upgraded configuration. *(Please attach additional sheets as necessary)*

5. Please describe the funding requirements for implementing the proposed refueling station expansion and/or upgrades, including the need for MSRC funding assistance: Discuss co-funding commitments offered by the applicant or other station stakeholders.

Describe other funding sources currently being pursued to support station upgrades/expansion. Discuss any unique financial constraints that impact the applicant's ability to perform station upgrades and/or expansion. (*Please attach additional sheets as necessary*)

**Part C** - Please provide the following information regarding the proposed **Facility Modification** project. This section only applies to applicants seeking funding for the modification of facilities to accommodate the indoor maintenance of alternative fuel vehicles:

1. Please discuss the proposed facility modifications: Please provide a technical description of the proposed facility modifications, including the facility location, a detailed description of the facility and its use, a detailed listing of equipment, hardware, and components to be procured, including equipment vendor and model. In addition, please provide the number and types of vehicles the facility will accommodate in its modified configuration.
2. Please describe the funding requirements for implementing the proposed facility modifications, including the need for MSRC funding assistance. Describe other funding sources currently being pursued to support facility modification.

**Attachment C: COST BREAKDOWN:** Please provide a detailed cost breakdown of the proposed project. Please note that MSRC Clean Transportation Funding™ is intended to help offset the cost of capital equipment and installation, and cannot be applied to real property purchases, operations and maintenance costs, or labor and administrative costs deemed excessive. The MSRC reserves the right to exclude cost elements deemed unallowable, as well as award funding in an amount less than the requested amount.

Site Acquisition	\$
Site Improvements, including fencing, driveways, curbing, landscaping, lighting, other construction, etc. Please itemize site improvement costs below:	
	\$
	\$
	\$
	\$
	\$
	\$
Refueling Station Capital Equipment	
Compressors	\$
Dryers	\$
Storage Vessels	\$
Dispensers	\$
Card Readers	\$
Signage (mandatory – see Section 2 paragraph 5)	\$
Other (Canopy, etc. Please specify)	\$
Shipping & Delivery Charges	\$
Installation	\$
Taxes	\$
Project Management	\$
<b>Total Project Cost Estimate</b>	\$
<b>Freeway Signage – 100% Reimbursable NTE \$3,000</b>	\$
<b>MSRC FUNDING REQUEST</b>	\$

Please note that the total of the MSRC funding award *plus* any award from the South Coast AQMD for the *same project* cannot exceed 50% of the Total Project Cost.



**Attachment E: MEMORANDUM OF UNDERSTANDING BETWEEN CONTRACTOR AND HOST SITE**

For projects seeking MSRC **Clean Transportation Funding™** for construction of new alternative fuel refueling stations, a fully executed Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) must be submitted as an element of the proposal package. **Please note that an MOU/MOA is NOT REQUIRED if the project applicant is the Site or Facility Owner.**

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

- The parties to the MOU/MOA, including the fuel provider and/or facility developer and the site owner;
- The term of the MOU/MOA;
- The specific location of the refueling station to be constructed or modified, or the location of the facility to be modified;
- Anticipated date of infrastructure construction or modification;
- Anticipated date of infrastructure completion and start of operation;
- Executed signatures by individuals authorized on behalf of the parties to the MOU/MOA.

**Please note that Proposals will not be deemed “Complete” prior to receipt of an acceptable, fully-executed MOU/MOA.**

## **Attachment F: STATION UTILIZATION ESTIMATES**

For projects proposing the construction of new alternative fuel refueling stations or the upgrade and expansion of an existing alternative fuel refueling station, please provide an estimate of the fuel throughput for the proposed station in accordance with the following:

- For New Station Construction projects please provide an estimate of the estimated station utilization and throughput: a) at the initiation of refueling operations; and b) the estimated annual fuel throughput for an additional five-year period. Please describe the number and types of alternative fuel vehicles expected to utilize the station immediately upon completion.
- For projects proposing the Upgrade and Expansion of an existing refueling station, please provide: a) documentation of the station's current utilization and fuel throughput; and b) an estimate of the station's utilization and fuel throughput at the initiation of refueling operations in its upgraded and expanded configuration. Please describe the number and types of alternative fuel vehicles that currently utilize the station, and include an estimate of the number and types of vehicles that will immediately utilize the station in its upgraded and expanded configuration.
- Please attach letters of commitment between the Applicant and fleets or other station users that commit to use the alternative fuel station for vehicle refueling.
- Please provide contact information for at least one (1) primary user of the proposed station. Please note that MSRC members or staff may contact any and all references provided as it relates to station utilization commitment.

Please be aware that any contract resulting from an award of MSRC **Clean Transportation Funding™** will include fuel throughput obligations as an enforceable element of the contract. Therefore, it is strongly recommended that Applicants present station utilization estimates that are as accurate as possible and based on firm station utilization commitments!

**Attachment G: FEDERAL TAX CREDIT ACCOUNTING**

*Please note that this Attachment only pertains to commercial business entities. Public agencies are not required to complete Attachment G.*

As stated in Section 2, paragraph 6, the MSRC is aware that starting October 1, 2006, Federal Tax Credits will be available to help defray the cost of CNG and LNG station construction and fuel purchase. It is important to the MSRC that stations funded using public money demonstrate that the benefits of these funds are enjoyed broadly, especially as it pertains to the price of alternative fuel paid by the end user.

Thus, the MSRC requires that prior to any award of **Clean Transportation Funding™** to commercial business Applicants whose primary business is the construction of refueling stations and/or sale of alternative fuel, the Applicant must disclose in writing if they:

- a) Are or are not eligible to receive the Federal Tax Credit(s), and if they are;
- b) How the Tax Credit(s) is factored into the cost of station construction and the pricing of alternative fuel dispensed at the proposed refueling station.

This discussion should be labeled "Attachment G" and be included in the Proposal package at the time of submittal. Please note that Proposals submitted by affected entities that fail to include Attachment G will be deemed incomplete and returned for corrective action.

**Attachment H: CERTIFICATIONS**

Form <b>W-9</b> (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.
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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.

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

Social security number								
or								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

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

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, 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](http://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/](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

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

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You 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.

<sup>4</sup>List 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.

### 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>B.</b>	<b>TITLE</b>
<b>NAME</b>	

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<b>C.</b>	<b>DATE</b>
<b>TELEPHONE NUMBER</b>	

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(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 proposal.
- 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.

## SECTION 9 – SAMPLE CONTRACT



### South Coast Air Quality Management District



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#### AB 2766/MSRC ALTERNATIVE FUEL INFRASTRUCTURE PROGRAM CONTRACT

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WHEREAS, 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 \*\*\*.

WHEREAS, 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) and 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; and

WHEREAS, under State Health and Safety Code Section 44223(a) the AQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee and by taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD; and

WHEREAS, State Health and Safety Code Section 44243(c) 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; and

WHEREAS, State Health and Safety Code Section 44244(a) creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account and pursuant to approval of the work program by AQMD's Governing Board, AQMD Board authorized a contract with CONTRACTOR for the project described in Attachment 1 - Statement of Work, incorporated herein and made a part hereof; and

WHEREAS, CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Alternative Fuel Infrastructure Proposal dated \*\*\*.

NOW THEREFORE, the Parties agree as follows:

#### TERMS AND CONDITIONS OF PERFORMANCE

1. 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.
2. AUDIT - 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 that 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.

3. TERM - The term of this Contract is from the date of execution by both parties to \*\*\*, unless terminated earlier as provided for in Clause 6 below entitled Termination. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in Clause 26.
4. SUCCESSORS-IN-INTEREST - Obligations under this Contract requiring the operation of equipment and annual reporting for \*\*\* (\*\*\*) years as defined in Attachment 1- Statement of Work, shall be binding upon CONTRACTOR, their respective successors-in-interest and heirs.
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. 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 Attachments 1 and 3, this shall constitute a material breach of the Contract. The non-breaching 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 14 below, entitled - "Notices." Termination shall not be the exclusive remedy of the non-breaching party. The non-breaching party reserves the right to seek any and all remedies provided by law. AQMD reserves the right to terminate this Contract at any time for non-breach, and for the convenience of AQMD for any reason judged sufficient by AQMD. 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
7. EARLY TERMINATION – This Contract may be terminated early due to the following circumstances: 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.

(Omit the following clause for facility modification projects)

8. REFUELING STATION LOCATION, OPERATIONAL AVAILABILITY & ACCESSIBILITY, AND THROUGHPUT – CONTRACTOR is obligated to comply with the alternative-fuel refueling infrastructure requirements set forth as follows:
  - A. Refueling station shall remain in the original location, operational and accessible to public and/or fleets, for a period of not less than five (5) years from the date the station begins dispensing fuel in its upgraded or expanded capacity.

- B. In the third, fourth, and fifth years of station operation, CONTRACTOR shall meet the annual fuel throughput requirements as set forth in Attachment 1, Statement of Work.
- C. Should CONTRACTOR deviate from either of these obligations, for reasons other than those stated in Clause 7, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided. The prorated share for which CONTRACTOR shall be liable shall be 100% if the deviation occurs within one (1) year of initial station operation; 80% if the deviation occurs between years one (1) and two (2); 60% between years two (2) and three (3); 40% between years three (3) and four (4); 20% between years four (4) and five (5); and 0% after year five (5). The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date of the deviation.

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.

(ii) (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.
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 as a result of 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 the Contract.
  - B. An amount equal to ten percent (10%) shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the ten percent (10%) withheld shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
  - C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
  - D. If, at the completion of the Project described in Attachment 1, the actual cost of the project is less than the Total Project Cost described in Attachment 2, the Firm Fixed Price amount reimbursed to CONTRACTOR by AQMD shall not exceed fifty percent (50%) of the actual cost of the project.
  - E. 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

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).
2. CONTRACTOR's failure to provide receipts shall be grounds for AQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
  3. 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. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract and to ensure that the provisions of this clause are included in all subcontracts.
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 proposal is submitted. AQMD staff, at the time an MSERC proposal 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 proposal 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 proposal 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. 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:

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Attn:

16. EMPLOYEES OF CONTRACTOR
- A. 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.
17. OWNERSHIP - Title and full ownership rights to any products purchased or developed under this Contract shall at all time remain with CONTRACTOR.
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. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the written consent of the other, and any attempt by either party to do so shall be void upon inception.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
26. 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.
27. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
28. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. 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. Fueling station location changes shall not be approved under any circumstances, and in no case shall the contract term be extended for more than one (1) year beyond the original termination date.

29. PREVAILING WAGES – 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. 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 requested.
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.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT



By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

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

By: \_\_\_\_\_