



Request for Proposals P2009-21

***For Technical Advisor Services
for the Mobile Source Air
Pollution Reduction Review
Committee (MSRC)***

May 1, 2009

The Mobile Source Air Pollution Reduction Review Committee (MSRC) requests proposals for technical advisor services pursuant to the terms and conditions outlined in this RFP. In the preparation of this Request for Proposals (RFP) the words "Proposer," "Contractor," "Consultant" and "Independent Contractor" are used interchangeably.

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from consultants with strong technical expertise, to provide services as the Technical Advisor to the MSRC. The purpose of the Technical Advisor is to provide independent, objective assistance and advice to the MSRC and the MSRC's Technical Advisory Committee (MSRC-TAC) on technical issues related to the AB 2766 Discretionary Fund Program and projects funded under the MSRC's Work Program. The successful Bidder must enter into a Time & Materials (T&M) type contract with the South Coast Air Quality Management District (AQMD) in order to receive reimbursement for expenses incurred under this contract. This RFP is also being used to supplement existing MSRC TAC and MSRC staff resources with specialized outside expertise.

The MSRC requires an Independent Contractor support for Technical Advisor services to plan, implement and monitor its Work Program pursuant to Health & Safety Code Sections 44220-44247. Proposer shall have general business office equipment at their primary office location. However, should Proposer desire, the MSRC shall also make available to the CONTRACTOR as a convenience, the following at no additional cost to the CONTRACTOR and for the purposes of fulfilling this contract. These items are all located at AQMD Headquarters in Diamond Bar, California:

- 1) computer, printer, scanner and digital camera
- 2) telephone, FAX and copier machine
- 3) miscellaneous general office supplies
- 4) on-site print shop services
- 5) on-site mail services (postage & handling)
- 6) on-site office space and office furnishings
- 7) on-site parking

The period of performance will be for a base two-year period beginning September 1, 2009 and ending August 31, 2011. The contract will contain an option provision to renew the contract for an additional two-year period based upon the MSRC's determination of satisfactory performance by the Technical Advisor. Funding for each additional period of the contract will require review and approval by the MSRC and subsequent AQMD approval of the MSRC Work Program and is contingent upon this review and approval.

INDEX - The following Sections are contained in this RFP:

Section I	Introduction/Background Information/Schedule of Events
Section II	Work Statement/Schedule of Deliverables
Section III	Required Qualifications
Section IV	Proposal Submittal Requirements
Section V	Audit Procedures
Section VI	Proposal Evaluation Process
Section VII	Proposer Selection Criteria

SECTION I: INTRODUCTION/BACKGROUND INFORMATION/SCHEDULE OF EVENTS

In September 1990, Assembly Bill 2766 was signed into law (Health & Safety Code Sections 44220-44247). This legislation authorizes the imposition of an additional motor vehicle registration fee of \$2 in 1991 and \$4 in 1992 and subsequent years to fund the implementation of programs to reduce air pollution from mobile sources pursuant to air quality management plans and provisions of the California Clean Air Act. The provisions of the bill stated that the fee would be imposed by non-attainment air pollution control districts upon the approval of the fee and a corresponding program to reduce mobile source air pollution by the Governing Board of the AQMD. In November of 1990, the AQMD Governing Board approved the \$2 fee to be levied beginning April 1, 1991, and the \$4 fee to be levied on April 1, 1992, and thereafter.

AB 2766 also provided that the monies collected by the Department of Motor Vehicles would be distributed to the AQMD for distribution in the following manner: thirty cents of every dollar shall be used by the AQMD for programs to reduce air pollution from motor vehicles and to carry out planning, monitoring, enforcement and technical studies which are authorized by, or necessary to implement, the California Clean Air Act; forty cents of every dollar shall be distributed by the AQMD to cities and counties located in the South Coast District to be used to reduce mobile source air pollution; and thirty cents of every dollar shall be deposited by the AQMD in a discretionary account (the AB 2766 Discretionary Fund) to be used to implement or monitor programs to reduce motor vehicle air pollution.

To determine which projects should be funded by the AB 2766 Discretionary Fund, AB 2766 called for the creation of the MSRC, which would develop a work program for evaluating programs, would evaluate said programs, and would make a final recommendation to the AQMD Governing Board as to which programs and/or projects would be funded. The legislation also allowed for the formation of the MSRC TAC to assist and advise the MSRC.

The Technical Advisor will be funded through the AB 2766 Discretionary Fund and will provide technical assistance in evaluation of proposed AB 2766 Discretionary Fund projects, monitor the technical performance of AB 2766 Discretionary Fund contractors, review all final reports on AB 2766 Discretionary Fund projects, keep the MSRC and MSRC-TAC apprised on the latest technologies and scientific developments which may affect AB 2766 Discretionary Fund projects, and prepare the annual California Air Resources Board (ARB) required report assessing the emissions benefits and cost effectiveness of AB 2766 Discretionary Fund projects.

The MSRC has not established a budget for Technical Advisor services for the subject period. As a point of reference, however, the MSRC's last award for Technical Advisor provided \$304,473 for an initial two-year period and \$316,646 for the two-year option period.

For more information on the MSRC and the AB 2766 Discretionary Fund, please visit their website at www.CleanTransportationFunding.org.

CONTACT PERSONS:

Questions regarding the RFP submission procedural matters, please contact:

Mr. Dean Hughbanks, Procurement Manager
SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765-4182
(909) 396-2808

General questions regarding this RFP, including the scope of work, please contact:

Ms. Gretchen Hardison
MSRC TAC Chair
City of Los Angeles
Phone: (213) 978-0852
E-mail: gretchen.hardison@lacity.org

Technical questions regarding this RFP, please contact:

Mr. Henry Hogo
SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765
Phone: (909) 396-3184
Email: hhogo@aqmd.gov

SCHEDULE OF EVENTS

May 1, 2009	RFP Released
June 2, 2009	All Proposals Due by 2:00 p.m.
June 2-5, 2009	Proposal Evaluation Period
June 3, 2009 by 5pm	Notification of Interview on June 4th
June 4, 2009	Interviews of Top-Ranked Bidders 9 am to 5 pm
June 4, 2009	MSRC TAC Mtg/Recommendations (Optional)
June 18, 2009	MSRC Mtg/Proposal Review & Approval
July 10, 2009	Governing Board Approval of Contract
August 31, 2009	Deadline to Execute Contract
September 1, 2009	Begin Contract

It is up to the discretion of the MSRC Evaluation Committee whether or not interviews will be conducted. Proposers which meet the minimum RFP criteria may be notified by 5:00 pm on June 3, 2009 as to whether or not an interview will be conducted on June 4, 2009, and the time. If interviews are held, the date set aside for interviews is a **MANDATORY** requirement of this

RFP. If the Bidder is unable to attend an interview either by phone or in person at the MSRC offices, then the Bidder will be disqualified from this RFP process.

SECTION II: WORK STATEMENT/SCHEDULE OF DELIVERABLES

The following Statement of Work becomes an integral part of the Contract. The Contractor shall perform the following tasks in support of the AB 2766 Discretionary Fund Program:

Task 1 – RFP and Contract Preparation Assistance

1.1 Preparation of AB 2766 Discretionary Requests for Proposals (RFPs)

Contractor will provide support in the preparation of RFPs for the Work Program categories, as established and approved by the MSRC. This support shall include, but not be limited to, preparation of category RFPs including the statements of work, verification of the accuracy of technical information to be provided in the RFPs, and drafting appropriate evaluation criteria. Throughout the RFP and Contract preparation period, Proposer shall communicate significant questions/concerns to the Evaluation Committee, the MSRC TAC and the MSRC as necessary, including, but not limited to verbal notifications and/or supplemental bulletins.

1.2 Bidders' Conference(s) and/or Proposer Assistance

Based upon RFPs approved by the MSRC, should Bidders' Conference(s) be required, Contractor will prepare and present technical information relative to the RFPs at the Bidders' Conference(s), any technical workshops, or requests made through individuals. Types of information which may be prepared and presented by CONTRACTOR may include:

- a. brief overview on the background of the Discretionary Fund program;
- b. description of the RFP categories for which proposals are sought;
- c. discussion of the RFP requirements;
- d. proposal preparation instructions;
- e. examples of statements of works;
- f. proposal preparation checklist;
- g. emissions calculation methodologies.

Throughout the proposal preparation period as outlined in each RFP, Contractor will be available to respond to technical questions raised at all Bidders' Conferences, workshops, or via individual requests.

1.3 Proposal Evaluation Support

Contractor will provide technical assistance to the MSRC TAC evaluation subcommittees including but not limited to assessment of proposals' overall technical merit, assessment of proposed projects' technical feasibility and probability of achieving proposed objectives, and verification of proposed emissions benefit calculations. CONTRACTOR may be asked to

provide comments in written form or by means of an oral presentation to the evaluation subcommittees. Contractor shall advise the evaluation subcommittees on the effectiveness of past projects in the areas proposed and inform the evaluation subcommittees regarding proposed projects which duplicate work being funded by other sources and any relevant regulatory requirements that may apply to the proposed projects. Contractor shall provide independent, objective technical advice to the evaluation subcommittees, but shall not score proposals. Contractor shall compile the results of the Subcommittees evaluation and scoring. Should the MSRC require within a specific RFP, evaluation criteria based on emission and quantitative criteria only, MSRC may direct Contractor to evaluate proposals submitted within that category, and present final results to Evaluation Subcommittee. Where appropriate, Contractor shall provide information from documented sources in relevant technical fields to support his/her technical conclusions.

1.4 Review and Prepare Contract Work Statements

Upon award by the MSRC and during the contract preparation period, Contractor will review all statements of work for technical adequacy. Contractor shall work directly with AB 2766 contractors to revise inadequate statements of work and resolve technical issues.

1.5 Prepare and Present Debriefs for Proposals Not Recommended for Funding

Upon direction by the MSRC, or upon bidder's request, Contractor will prepare and present debriefs to unsuccessful AB 2766 bidders. These will be performed one-on-one with the unsuccessful bidders or via a written report. This activity will be coordinated with the appropriate MSRC TAC evaluation subcommittee chair and MSRC staff.

Task 2 – Work Program Support

2.1 Progress Report Technical Evaluation

Contractor will review and evaluate AB 2766 Discretionary Fund progress reports relative to technical issues and concerns. Contractor will recommend a course of action to resolve technical issues identified during progress report review and participate in face-to-face meetings with contractors as required. Contractor will notify the MSRC TAC and the MSRC of any technical problems that should arise from Contractor's review of Progress Reports.

2.2 Final Report Evaluation

Contractor will review and evaluate all AB 2766 Discretionary Fund Final Reports. Contractor will quantify emissions benefits and cost effectiveness of each final report using methodologies approved by the ARB. The final report will also be summarized in a template format which is incorporated into the current MSRC website library. Final reports shall be submitted to the MSRC TAC and MSRC on a monthly basis, for final review/approval.

2.3 Invoice Technical Evaluation

Contractor will review and evaluate AB 2766 Discretionary Fund work program invoices relative to the appropriateness of charges in fulfillment of statement of work technical requirements. Contractor will recommend a course of action to resolve concerns identified during invoice review. If required, Contractor shall notify MSRC TAC and MSRC of any technical concerns/issues that cannot be remedied.

2.4 Technical Review Meetings and Visits to Contractor Facilities

As required, Contractor will conduct technical review meetings with AB 2766 contractors and will visit contractor facilities as required to physically verify reported progress on AB 2766 projects.

2.5 Work Program Development Support

Contractor will provide technical support to the MSRC during its review of past work programs, as well as the development of its future work program(s). This process may include one to three separate meetings/workshops, where the Proposer would be responsible for:

- a. coordinating speakers (ARB, AQMD, to name a few) on their respective programs and areas of focus,
- b. preparing presentation materials (including power points and spreadsheets),
- c. summarizing past MSRC-funded projects and results, including emissions and cost-effectiveness assessments,
- d. identifying current and upcoming state of the art technologies, relevant to the MSRC funded programs,
- e. identifying mobile source emissions reductions programs and initiatives being funded by other sources,
- f. identifying local, state and federal regulations/rules impacting possible MSRC-funded programs, including, but not limited to relevant AQMP strategies and control measures ,
- g. recommendations on possible work program categories, as well as suggestions on how to improve the technical quality of AB 2766 projects,
- h. steps and/or barriers to implementing possible work program categories, and
- i. summarizing resulting MSRC priorities from these various meetings/workshops.

Proposer will work closely with MSRC staff, MSRC TAC Chair, MSRC TAC Subcommittee Chairs and the MSRC Chair in the coordination and presentation of materials at these meetings/workshops, as well as be responsible for summarizing results of workshops, and presenting results at future meetings.

2.6 Areas of Expertise/Support Required for Annual Work Programs

Contractor will provide technical support, as necessary, for the MSRC's annual work program to include, but not be limited to, the following technical areas:

- a. Alternative fuel infrastructure, implementation and operations
- b. Clean-fuel technologies, for light, medium and heavy duty vehicles (including both on and off road vehicles), including engine technologies and retrofit technologies for a variety of alternative fuels,
- c. Vehicle emission control technologies
- d. Local, State and Federal air quality regulations
- e. Technologies not at the deployment stage, such as fuel cells, hydrogen technology, advanced batteries, to name a few
- f. Transportation control measure strategies, such as ridesharing, advanced traveler information, to name a few
- g. Research and development issues, impacting the above technologies
- h. Requirements of the Health & Safety Codes, as well as MSRC policies and procedures
- i. ARB certification and verification processes
- j. Other areas as deemed appropriate by the MSRC

2.7 Vehicle Incentive Program Support

Upon direction by the MSRC, Contractor will provide technical and operational support to any of MSRC's vehicle incentive programs including, but not limited to, developing manufacturer qualifications, reviewing and evaluating vehicle manufacturer's qualification packets, program implementation, and monitoring.

Task 3 – General/Other Support

3.1 Annual ARB Report on AB 2766 Projects

Contractor will prepare the annual ARB report on the assessment of emissions benefits and cost effectiveness for AB 2766 Discretionary Fund projects using the ARB provided electronic format. The AB 2766 Discretionary Fund data will be integrated with AQMD generated data for submission to the California ARB.

3.2 Professional Symposia and Technical Conferences

At the direction of the MSRC, Contractor will attend professional symposia and technical conferences related to AB 2766 Discretionary Fund work program areas. Contractor may, from time to time, be asked to prepare and/or present technical papers on behalf of the MSRC, or to provide technical information/support to MSRC TAC and/or MSRC members at such events.

3.3 Meeting Attendance

Contractor will attend the monthly MSRC and MSRC TAC meetings, bidder's conferences, MSRC TAC evaluation subcommittees, as well as other meetings as required. Most meetings are held at the AQMD offices. Contractor will be required to prepare for all meetings, including materials/handouts, as well as consulting with MSRC TAC and/or Subcommittee Chairs and

MSRC staff as needed. Contractor will also be required to attend monthly AQMD Governing Board meetings when MSRC items are on the Board agenda, and shall respond to questions by Governing Board members, as appropriate.

3.4 Special Projects/Other Related Duties

Contractor will support any special projects and will provide assistance to other duties, as requested/directed by the MSRC.

3.5 Assistance to MSRC Outreach Coordinator

Contractor will assist the MSRC Outreach Coordinator, in the review of documents and materials which contain technical material, providing information on emissions reductions of MSRC programs. Contractor shall review any other public outreach materials generated by the MSRC, as well as provide input into technical sections of the MSRC website.

Task 4 - Contract Deliverables

4.1 Final Report Summaries

No later than the last Thursday of every month, Contractor will submit to the MSRC TAC agenda, summaries of all final reports received, evaluated and finalized.

4.2 Materials

As appropriate, Contractor will provide copies of presentation material, hand-out materials, power point presentations and other materials, as described in Tasks 1, 2 and 3 above, to the appropriate MSRC Chair, MSRC TAC Chair, or Evaluation Subcommittee Chair. Materials for the MSRC TAC Agenda packets are due by the last Thursday of each month, and materials for the MSRC Agenda packet are due by no later than the second Thursday of each month.

4.3 ARB Final Report - as defined in Task 3.1 above.

SECTION III: REQUIRED QUALIFICATIONS

The successful bidder must meet the following minimum qualifications and demonstrate an understanding of the MSRC's mission. Individuals can team to submit a joint proposal should they have complementary expertise and qualifications that collectively meet the requirements.

1. B.A. or B.S. in engineering, environmental science, urban planning, or other related disciplines.
2. Five years of experience in managing technical projects
3. Five years of experience working with public agencies and elected officials.
4. Thorough knowledge of local, state and federal air quality laws and regulations.

5. Familiarity with AQMD programs and regulations for mobile sources, as well as EPA and ARB approved methodologies for calculating emissions benefits and cost effectiveness.
6. Understanding of technologies and scientific developments related to reduction of air pollution from mobile sources, to include, but not be limited to, alternative fuel vehicles and infrastructure, alternative fueling infrastructure, fuel cell technology and transportation control measures.
7. The ability to quickly respond, on short notice, to requests for technical assistance.
8. Established relationships with equipment manufacturers and industry and professional associations.

Include detailed description of experience, education and training. Also indicate proof of qualification requirements such as licenses, memberships and/or endorsements. Proposer must submit a resume or similar statement of qualifications including, but not limited to, educational degrees and area of study, summary of relevant professional experience, list of technical publications, organizational affiliations, and other information which demonstrates Proposer's knowledge of laws and regulations pertaining to air quality and current and emerging technologies related to reduction of mobile source air pollution.

SECTION IV: PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

Format - All proposals must be submitted unbound on white, 8 ½" x 11" paper. The maximum length of proposals accepted will be fifteen (15) sheets of paper. All pages and appendices must be numbered. Technical appendices of no more than twenty-five (25) sheets of paper, including information on bidder's past projects and experience, may be attached. Paper may be double-sided, i.e. printed on both sides.

In addition to the paper Proposal, Proposers must also submit an electronic copy of their Proposal in either PDF or Microsoft Word format. This shall be provided via CD-ROM. The CD-ROM should be included with the paper original as described below. Over-sized attachments are not required to be included in the electronic copy if inclusion would be problematic. In the case of any discrepancy between the electronic copy and the paper original, the paper original shall prevail.

Cover Letter - Transmittal of the proposal must specify the subject of the proposal, the MSRC RFP number, and Bidder's name, address and telephone/fax number. The letter shall specify contact person(s) for technical and contractual matters, and be signed by the person(s) authorized to contractually bind the bidding entity. For joint proposals (from more than one entity and/or consultant) the bidder must include a statement confirming authorization to act on behalf of other co-bidders. The bidder must include a letter of support or memorandum of understanding, including project contact name, telephone and fax number, from all proposing entities. Proposer

will also acknowledge that the interview date is June 4, 2009 and that Proposer intends to be available for that date.

Table of Contents - Clearly identify material contained in the proposal by section and page number.

SECTION 1 - Technical Approach for Accomplishing the Statement of Work: List, and concisely describe approach to the tasks and subtasks, and milestones if any and if appropriate. The tasks and subtask descriptions shall be sufficiently specific for inclusion into a binding contractual document.

SECTION 2 - Program Schedule: Since the majority of the work performed is per the direction of the MSRC, or is based on milestones as established by the MSRC or another agency such as the ARB, a program schedule is not required. However, in this section, please identify if there may be any conflicts in completing all the tasks, or any issues related to task delivery.

SECTION 3 - Project Organization: This section should describe the labor organization required to perform the proposed services. This section should include assigned personnel and any subcontractors. As part of your proposal, certify that you are a legal entity capable of entering into contracts within the State of California.

SECTION 4 - Conflict of Interest – Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the MSRC. Provide a list of current clients. Although the Proposer will not be automatically disqualified by reason of work performed for such firms, MSRC reserves the right to consider the nature and extent of such work in evaluating the proposal in issuing future task orders.

The following language will be included in the Technical Advisor's contract:

As a condition of employment as the Technical Advisor of the MSRC, CONTRACTOR agrees to avoid any conflicts of interest between CONTRACTOR's private economic interests and work duties. To ensure that no conflicts exist with CONTRACTOR's outside employment, CONTRACTOR agrees to obtain a legal opinion addressing potential conflicts of interest prior to entering into or renewing a contract for employment with any person, company, organization or governmental entity that CONTRACTOR reasonably foresees will apply to receive funding from the MSRC during the term of this contract. CONTRACTOR further agrees to provide the legal opinion to the AQMD's General Counsel before entering into an employment contract as described above.

SECTION 5 - Cost Schedule: This schedule should include a full and complete cost element breakdown by Statement of Work Task. The cost schedule must include:

- a. Total Proposed Cost - include total proposed cost for the base (two year period) and the option period (two year period).

- b. Labor - identify each professional category of direct project support, the number of hours by Task, and the fully burdened rate per hour. Provide an explanation for the overall fully burdened rate per hour per professional category, and how that rate was obtained (including a breakout and explanation for overhead, fringe, other general and administrative expenses, and profit). If subcontractors are not identified, provide an estimate of their rates of compensation and number of hours or days the subcontractor's services will be utilized. The Bidder is required to certify as part of their proposal submission that the prime contractor and subcontractor rates contained in the proposal are no higher than the rates offered to the prime or subcontractor's most favored customer.
- c. Travel and Related Expenses - Please confirm that the technical expert can meet the District's practice in charging travel and related expenses stated below.
 - 1. Will not pay for interest or fees accrued on credit cards, when using credit cards for payments.
 - 2. Will pay a maximum of \$150 per day for lodging, unless prior written approval is received from the AQMD.
 - 3. Will pay class C or economy rates for automobile rental, unless prior written approval is received from the AQMD.
 - 4. Will only pay coach rate for airfare.
 - 5. Will not pay profit or fee on charges for supplies, equipment, travel, and subcontractors.
 - 6. Will reimburse mileage at the current AQMD rate.
 - 7. Will reimburse for meals, based on the current AQMD rate (currently a maximum of \$50.00/day for meals).
 - 8. Will reimburse costs on an as-incurred basis only.
 - 9. Charges for supplies, equipment, and subcontractors will be paid at cost. No profit will be paid on these costs.
- d. Supplies and Equipment - Capital costs are not eligible for funding. Provide an itemized list of supplies and equipment to be used and/or purchased and reimbursed for under this contract (include item brand, cost and purpose).
- e. Subcontractor Costs - Identify subcontractors by name, the basis for the subcontractors selection and describe in detail the work the subcontractors will be hired to perform, list their cost per hour or per day, and the number of hours or days their services will be used.
- f. Miscellaneous Costs - if any

SECTION 7 - Past Performance: This section must include the following information on at least three contracts for similar or related projects which the Proposer has performed in the past five years:

- a. a brief description of the project;
- b. the contract value at inception and expiration (any cost growth should be explained);
- c. the period of contract performance;
- d. the contract type, such as fixed price, T&M or cost reimbursement; and
- e. the name and telephone number of the contracting agency's representative.

SECTION 8 - All certifications and representations (see Attachment A to this RFP) must also be provided.

PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in the section above. Failure to adhere to these specifications may be cause for rejection of proposal.

Signature - All proposals should be signed by an authorized representative of the Proposer.

Due Date - The Proposer shall submit one (1) original Proposal and three (3) complete paper copies, as well as one electronic copy on CD-ROM, in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Technical Advisor Services - RFP #P2009-21." All proposals are due no later than 2:00 p.m., June 2, 2009, and should be directed to:

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

*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. Late bids/proposals and proposals submitted via email and/or by FAX will not be accepted. **Please note that any proposal received at 2:01 p.m. or later on June 2, 2009, will not be evaluated and will not be eligible for MSRC funding.** NO exceptions for any reason will be granted. Any correction or re-submission done by the bidder will not extend the submittal due date.*

Addenda - MSRC may modify the RFP and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period, from May 1, 2009 through June 2, 2009 at 2:00 p.m..

Disposition of Proposals - MSRC reserves the right to reject any or all proposals. All responses become the property of MSRC. One copy of the proposal shall be retained for AQMD files. Additional copies and materials will be returned only if requested and at the Proposer's expense.

Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period ninety (90) days following the last day to accept proposals.

SECTION V: AUDIT PROCEDURES

The AB 2766 legislation requires that the AQMD, at least once every two years, undertake an audit of programs or projects funded. The audit is to be conducted by an independent auditor selected by the AQMD. Any bidder who receives monies from the AB 2766 Discretionary Fund may, at least once every two years, be subject to an audit of each program or project funded.

Under the completion of an audit, the AQMD will make the audit available to the public and to the bidder upon request and will review the audit to determine if the monies were used for the reduction of air pollution from motor vehicles pursuant to the California Clean Air Act of 1988. If the AQMD determines that the monies were expended in a manner contrary to law, the AQMD will notify the contractor of the determination and, within 45 days, may hold a public hearing at which the contractor may present information related to the expenditure of monies.

SECTION VI: PROPOSAL EVALUATION

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

Proposals will be evaluated and points awarded based upon the criteria outlined in Section VIII. The evaluation criteria are included to provide the bidder additional guidance as to the particular components of the proposal that will be evaluated. The top-ranked bidders may be interviewed by the MSRC TAC Evaluation Subcommittee on June 4, 2009.

At the completion of the evaluation process, the MSRC will require approval from the AQMD Governing Board to execute a contract with the successful bidder.

NOTE: Pursuant to the Brown Act, public comments are allowed at the beginning of the MSRC and MSRC-TAC meetings during the "public comment" period and on any specific agenda item. All bidders have the opportunity to attend full committee meetings and are encouraged to do so.

SECTION VII: CONTRACTOR SELECTION CRITERIA

The MSRC-TAC Evaluation Subcommittee will identify the successful bidder as the one with the highest-scored proposal based upon the following evaluation criteria. The recommended selection will be forwarded to the MSRC for their consideration. Final selection by the MSRC

will be made on June 18, 2009, and submitted to the AQMD Governing Board for consideration and approval July 10, 2009.

The maximum score available is 100 points.

#1: Technical Qualifications/Experience 40 Points

The Proposer will be evaluated based on their educational credentials, experience managing technical projects, experience working with public agencies/elected officials, knowledge of technologies and scientific developments related to reduction of mobile source air pollution, experience using ARB methodologies to calculate emissions benefits and knowledge of local, state and federal air quality laws/regulations.

#2: Technical Approach 20 Points

The Proposer will be evaluated based on their understanding of the statement of work requirements as well as the outlined approach for interfacing with MSRC, MSRC-TAC, MSRC staff, other government agencies, industry groups, and members of the public. This interface includes an understanding/experience for resolving conflicts, method for establishing priorities and protocol for responding to requests for information.

#3: Proposed Cost 20 Points

Maximum points will be awarded to the Proposer offering the lowest fully burdened labor rates during the base year and the option year. Points awarded to other Proposers will be prorated based on the lowest proposed rate.

#4: Past Performance 10 Points

Quality of past performance on similar or related projects performed in the past five years based upon verification of the information provided in proposal.

#5: DVBE/Local Business/Small Business Status 10 Points

Certified as DVBE, local business and/or small business as described in Section VIII of this RFP.

Maximum Point Award 100 points

SECTION VIII: DVBE/LOCAL BUSINESS/SMALL BUSINESS STATUS

On May 27, 1999, the MSRC approved a policy regarding other evaluation factors for inclusion in MSRC procurements. MSRC procurements, where the services/product solicited are assistance to the MSRC in implementing its work program and where a portion or all of these services are not readily quantifiable, the MSRC shall only have the following "Other" Criteria in the evaluation component of the procurements which do not emphasize quantifiable emissions reductions:

It is the policy of the MSRC to encourage participation by disabled veteran business entities, local businesses and small business and in the bidding process. The MSRC shall provide five (5)

points each for Proposers who meet the following criteria, with the maximum points available not-to-exceed ten (10) points. Points shall only be awarded should the Proposer, upon submission of its proposal, provide documents from a state or local agency certifying that it qualifies in the categories described below:

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

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

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

- 1) independently owned and operated business, and
- 2) is not dominant in its field of operation and
- 3) together with affiliates is either a service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars or less over the previous three years, or a manufacturer with 100 or fewer employees.

SECTION IX - DRAFT STANDARD CONTRACT

Bidders whose projects are selected for funding must enter into a Time & Materials (T&M) type contract with the AQMD as a condition of receiving funds. Contract preparation will begin immediately upon approval by the AQMD Governing Board of projects selected by the MSRC.

A draft copy of the contract to be entered into is included in this RFP as Section IX. Each bidder should review the standard contract for all possible exceptions to the boilerplate provisions. Any exceptions to the standard contract terms and conditions should be identified in the proposal.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CONTRACT

This Contract consists of *** pages.

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

5. SERVICES - CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the services described herein.
6. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
7. TERM - unless terminated earlier as provided for in Clause 9 below entitled Termination, or extended by modification of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
8. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 13 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
9. INSURANCE
 - A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
 - B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
 - C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.

- E. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
 - F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.
10. **INDEMNIFICATION** - CONTRACTOR agrees to hold harmless, indemnify, and defend AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.
11. **PAYMENT**
- A. AQMD shall pay CONTRACTOR a total not to exceed amount of *** Dollars (\$***), including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice 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, Attn: ***.
 - B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars (\$1,000) upon prior written approval from AQMD. Reallocation of costs in excess of One Thousand Dollars (\$1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.
 - C. AQMD's payment of invoices shall be subject to the following limitations and requirements:
 - i) 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). AQMD's reimbursement of travel expenses and requirements for supporting documentation are listed below.
 - ii) CONTRACTOR's failure to provide receipts shall be grounds for AQMD's non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
 - iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.
 - D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by AQMD in writing.
 - i) AQMD's reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
 - Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.

Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.

Lodging - Up to One Hundred Fifty Dollars (\$150) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.

Meals - Daily allowance is Fifty Dollars (\$50.00).

ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:

Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.

Meals - Meals billed in excess of \$50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.

Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate

Other travel-related expenses - Receipts are required for all individual items.

E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

12. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD'S proprietary information.

A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.

B. Copyright - CONTRACTOR agrees to grant AQMD a royalty free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

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

AQMD: South Coast Air Quality Management District
21865 E. Copley Drive
Diamond Bar, CA 91765
Attn: ***

CONTRACTOR: ***

Attn: ***

14. EMPLOYEES OF CONTRACTOR

A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.

B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.

C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees,

agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.

- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

15. CONFIDENTIALITY - It is expressly understood and agreed that the information which either CONTRACTOR or AQMD designates as confidential or proprietary information must be clearly identified as such by means of restrictive stamp, legend, or marking. With respect to such designated information the parties agree to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees and subcontractors of either party requiring access in fulfillment of the services provided under this Contract. Such information may be used by either party as follows:
1. only be used, duplicated and/or disclosed by the receiving party solely for the purposes of performance under this Contract and for no other purpose whatsoever; and
 2. not be used, duplicated and/or disclosed by the receiving party for any other purpose whatsoever, including, without limiting the generality of the foregoing, for manufacture or procurement except as may be specifically granted under Clause 17, below entitled - Ownership; and
 3. not be duplicated, reproduced or copied, in whole or in part, unless the sending party's restrictive legend or marking is prominently displayed on said copy or reproduction.
- B. Oral or visual communications, identified by either party at the time of disclosure as confidential or proprietary information, shall be protected by the receiving party according to the terms hereof, provided that the disclosing party confirms in writing to the receiving party the confidential or proprietary nature of said communication within ten (10) calendar days of said oral or visual disclosure.
- C. Neither party shall be liable to the other party in any manner whatsoever for the use, duplication and/or disclosure of any part of the confidential or proprietary information which is:
1. not identified as confidential or proprietary information in accordance with Clause 15 (basic) and subparagraph B hereof, (save and except for any claims arising through infringement of registered patents owned or controlled by the disclosing party); or
 2. now or hereinafter comes into the public domain without breach of this Contract; or
 3. shown by the receiving party to be previously known to, or developed by it, prior to the disclosure of said confidential or proprietary information; or
 4. shown by the receiving party to have been received from a third party without similar restrictions and without breach of this Contract; or
 5. disclosed without restrictions by the sending party to a third party; or
 6. used, duplicated, or disclosed by the receiving party five (5) years or more after the disclosure of such confidential or proprietary information.
- D. Both parties hereby covenant and agree to provide to each other thirty (30) calendar days prior written notice before use and/or disclosure is made of confidential or proprietary information, protected according to the terms hereof, based upon the exceptions contained in Sections 1

through 6 of subparagraph C above and as may be specifically granted under Clause 17, below entitled - Ownership.

- E. All confidential or proprietary information disclosed hereunder shall remain the property of the disclosing party and all originals and copies of said confidential or proprietary information shall be returned promptly to the disclosing party upon the expiration or termination of this Contract, excepting any reports provided to AQMD by CONTRACTOR including the final report become the property of AQMD in perpetuity and after five (5) years time may be used, duplicated, or disclosed without any restrictions.
- F. Other than those rights and privileges granted expressly herein, neither the execution and delivery of this Contract, nor the delivery of any confidential or proprietary information hereunder, shall be construed as granting either expressly, or by implication, estoppel or otherwise, any right in or license under any present or future confidential or proprietary information disclosed under this Contract, or under any invention of patent now or hereafter owned or controlled by either party except as maybe specifically granted under Clause17, below entitled - Ownership.
- G. Each party shall notify promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
- H. Take at CONTRACTOR'S expense, but at AQMD'S option and in any event under AQMD'S control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- I. Take at AQMD'S expense, but at CONTRACTOR'S option and in any event under CONTRACTOR'S control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of AQMD.
- J. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

16. PUBLICATION

- A. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD'S public record excepting data provided under Clause 15 above, entitled Confidentiality. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the Mobile Source Air Pollution Reduction Review Committee (MSRC). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."
- B. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

- C. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
17. 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.
 18. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.
 19. PROPERTY AND SECURITY - Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD'S premises.
 20. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
 21. NON-EFFECT OF WAIVER - CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
 22. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
 23. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
 24. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

25. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
27. 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.
28. 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.
29. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
30. APPROVAL OF SUBCONTRACT
 - A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
 - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
 - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.
31. MEMORANDA OF UNDERSTANDING (MOUs)/TEAMING AGREEMENTS - If an MOU or Teaming Agreement is required to perform the tasks set forth in Attachment 1, Statement of Work, CONTRACTOR shall provide the MSRC Contracts Administrator with a copy of the fully executed MOU or Teaming Agreement prior to initiating any contract work. CONTRACTOR will not receive any payment until the fully executed copy of the MOU or Teaming Agreement is received by AQMD.
32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. Requests to expend funds above the Contract value stated in Clause 11.A 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.

33. CITIZENSHIP AND ALIEN STATUS

- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
- B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

34. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD'S Contract Unit.

- A. In addition, the Act requires a contractor to disqualify himself or herself from participating in, making or influencing a decision which would have a foreseeable material effect on his or her financial interests.
- B. As a condition of employment as the Technical Advisor of the MSRC, CONTRACTOR agrees to avoid any conflicts of interest between CONTRACTOR'S private economic interests and work duties. To ensure that no conflicts exist with CONTRACTOR'S outside employment, CONTRACTOR agrees to obtain a legal opinion addressing potential conflicts of interest prior to entering into or renewing a contract for employment with any person, company, organization or governmental entity that CONTRACTOR reasonably foresees will apply to receive funding from the MSRC during the term of this contract. CONTRACTOR further agrees to provide the legal opinion to the AQMD's General Counsel before entering into an employment contract as described above.

35. OPTION TO EXTEND THE TERM OF THE CONTRACT - AQMD reserves the right to extend the contract for a two-year period commencing ***** (enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration.

ATTACHMENT A
CERTIFICATIONS AND REPRESENTATIONS

BUSINESS INFORMATION REQUEST

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

REMITTING ADDRESS INFORMATION

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

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.

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.

NAME	TITLE

TELEPHONE NUMBER	DATE

Definitions

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

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

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

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

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

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

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

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

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

- a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - **A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or**
 - A manufacturer with 100 or fewer employees.
- b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 - 2) Classified between Codes 2000 to 3999, inclusive, of the Standard Industrial Classification (SIC) Manual published by the United States Office of Management and Budget, 1987 edition.

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.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+

or

Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CAMPAIGN CONTRIBUTIONS DISCLOSURE

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

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

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

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

SECTION I. Please complete Section I.

Contractor:

RFP #: P2009-21

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

SECTION II

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

Yes No

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

Campaign Contributions Disclosure, *continued*:

Name of Contributor _____

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

Name of Contributor _____

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

Name of Contributor _____

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

Name of Contributor _____

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

Name of Contributor _____

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

I declare the foregoing disclosures to be true and correct.

By: _____

Title: _____

Date: _____

DEFINITIONS

Parent, Subsidiary, or Otherwise Related Business Entity.

- (1) *Parent subsidiary. A parent subsidiary relationship exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.*

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

2 Cal. Code of Regs., §18703.1(d).