



**South Coast  
Air Quality Management District**

Contract No. 11158  
DOE ARRA Standard

**32211**



This Contract consists of 25 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 Copley Drive, Diamond Bar, California 91765-4178, and the City of Long Beach for the Long Beach Clean Cities Coalition (referred to here as "CONTRACTOR") whose address is 2600 Temple Avenue, Long Beach, California 90806.
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. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
  - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
  - D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
  - B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
  - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
  - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.

- E. CONTRACTOR shall fully comply with all applicable DOE Regulations, 10 CFR Part 600, including, but not limited to, rules relating to equipment purchased in whole or in part with federal funds, 10 CFR Part 600.232.
4. FEDERAL REQUIREMENTS – This Contract is funded in part by the United States Department of Energy ("DOE") under the American Recovery and Reinvestment Act of 2009 ("ARRA"). As such, CONTRACTOR shall fully comply with all applicable federal rules, regulations, and requirements, including, but not limited to, the following:
- A. CONTRACTOR shall fully comply with all applicable terms and conditions listed in Attachment 4- *DOE Terms & Conditions*, which is attached here and made a part here by this reference. In reading Attachment 4, any reference to "You" or "Recipient" shall mean CONTRACTOR and any reference to "Award" or "Subaward" shall mean "contract" or "subcontract."
  - B. CONTRACTOR shall fully comply with Subpart C 2 CFR Part 180, as supplemented by 2 CFR Part 901. CONTRACTOR certifies that it is: (1) not presently excluded or disqualified; (2) not convicted within the preceding three years of any of the offenses listed in §180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; (3) not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in §180.800(a); or (4) not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. CONTRACTOR acknowledges that failing to disclose the information required under 2 CFR 180.355 may result in the delay or negation of this Contract or pursuance of legal remedies, including suspension and debarment. CONTRACTOR shall complete Attachment 5 - *Certification Regarding Debarment, Suspension, and Other Responsibility Matters* (EPA Form 5700-49), herein attached here and made a part here by this reference. The completed Attachment 5 shall be submitted to AQMD along with the executed contract. CONTRACTOR shall inform the AQMD of any material changes to a previous filing, by completing and submitting an additional Attachment 5 - *Certification Regarding Debarment, Suspension, and Other Responsibility Matters* (EPA Form 5700-49). ). ).
  - C. CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
  - D. CONTRACTOR shall ensure, through its contracts with any subcontractor(s) that employees and agents performing under this Contract shall abide by the requirements set forth in this clause.
5. TERM - The term of this Contract is from the date of execution by both parties to April 30, 2012, unless further extended by amendment of this Contract in writing.
6. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the

manner set forth in Clause 12. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.

- B. AQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Clause 6.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

7. 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.

8. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred or required

to be paid by AQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

9. AUDIT – CONTRACTOR shall allow the AQMD, the DOE, and/or the Comptroller General of the United States, or any of their duly authorized representatives, access to any and all of CONTRACTOR's books, documents, papers and records which are directly pertinent to the performance of this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
10. PAYMENT
  - A. AQMD shall pay CONTRACTOR a fixed price of Thirty Seven Thousand Five Hundred Dollars (\$37,500) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, 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: Connie Day.
  - B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD.
  - C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.
11. INTELLECTUAL PROPERTY RIGHTS – Rights to any invention made under this Contract shall remain with the United States Government and the AQMD in accordance with 37 CFR part 401, and any implementing regulations issued by the DOE. Title and full ownership rights to any documents, or reports developed under this Contract shall at all times remain with the United States Government and AQMD. Such material is agreed to be United States Government and AQMD proprietary information.
  - A. Rights of Technical Data – The United States Government and the 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 technical data for its own benefit.
  - B. Copyright - CONTRACTOR agrees to grant the United States Government and the 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.
12. 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 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Connie Day

CONTRACTOR: City of Long Beach for the  
Long Beach Clean Cities Coalition  
2600 Temple Ave.  
Long Beach, CA 90806  
Attn: Richard Steinhaus

13. EMPLOYEES OF CONTRACTOR

- A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. 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, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- C. AQMD requires CONTRACTOR to be in compliance with all state and federal laws and regulations with respect to CONTRACTOR's employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

14. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees 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 or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.

- D. Notify AQMD 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.
- E. Take at CONTRACTOR 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.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

15. PUBLICATION

- A. 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.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. 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 publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by a U.S. Department of Energy (DOE) Award to the South Coast Air Quality Management District (AQMD). 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."

- C. 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.

16. 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 or mental disability 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.

17. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, the AQMD shall not be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
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 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 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 - The failure of CONTRACTOR or AQMD 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 is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
23. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
24. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
25. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
27. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
28. 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.
29. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS - Beginning with CONTRACTOR's current fiscal year and continuing through the term of this Contract, CONTRACTOR shall have a single or program-specific audit conducted in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), if CONTRACTOR expended Five Hundred Thousand Dollars (\$500,000) or more in a year in Federal Awards. Such audit shall be conducted by a firm of independent accountants in accordance with Generally Accepted Government Audit Standards (GAGAS). Within thirty (30) days of Contract execution, CONTRACTOR shall forward to AQMD the most recent A-133 Audit Report issued by its independent auditors. Subsequent A-133 Audit Reports shall be submitted to the AQMD within thirty (30) days of issuance.

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost

principles as contained in OMB Circular A-122, regulations of the funding agency, or the provisions of this 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. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF LONG BEACH FOR THE  
LONG BEACH CLEAN CITIES COALITION

By: WMA Burke

Dr. William A. Burke, Chairman, Governing Board

Date: 5/13/11

By: PH Assistant City Manager

By: Patrick H. West ~~EXECUTED PURSUANT~~  
Name: Patrick H. West TO SECTION 301 OF  
Title: City Manager THE CITY CHARTER.

Date: 4/22/11

ATTEST:

Sandra McDaniel, Clerk of the Board

By: Sandra McDaniel

APPROVED AS TO FORM:

Kurt R. Wiese, General Counsel

By: KRW  
//DOE Standard Boilerplate  
Last Updated: 4 August 2010

APPROVED AS TO FORM  
March 16, 20 11  
ROBERT E. SHANNON, City Attorney  
By: Gary J. Anderson  
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

**ATTACHMENT 1  
STATEMENT OF WORK FOR  
LONG BEACH CLEAN CITIES COALITION**

**Heavy-Duty Natural Gas Drayage Truck Replacement Outreach and Education Program**

This contract is in fulfillment of an education/outreach component included in the award of a Department of Energy (DOE) Clean Cities grant to AQMD under the American Recovery and Reinvestment Act (ARRA) of 2009 for the Heavy Duty Drayage Truck Project under Federal Award Number DE-EE0002547 and CFDA Number 81.086. This Contract is funded wholly with ARRA funds, up to the Contract amount of \$37,500.

CONTRACTOR, administered by the City of Long Beach, shall perform the following tasks:

Task 1.0 CONTRACTOR shall provide oversight to the Pacific Gateway Workforce Investment Network, a program within the City of Long Beach, in the performance of this task.

Conduct targeted outreach efforts to impacted drivers and new workforce entrants, including young adults and returning veterans, by direct marketing of available training and employment opportunities. Training opportunities featured will include programs in Alternatives Fuels and Hybrid Vehicles available through the Advanced Transportation Technology Center at Long Beach City College, including certificated training in heavy duty Alternative Fuels engine maintenance. Depending on the tract, outreach efforts will include direct mailings and email distributions detailing career opportunities and available training. To accommodate the diverse population of residents, materials will be developed in several languages.

Connect interested residents to information, training and placements opportunities relative to alternative-fueled vehicle technicians and repair personnel available through the network of California Community Colleges, Workforce Investment Boards, apprenticeship training, and other avenues.

During a 12-month period, outreach materials will be widely distributed a minimum of 3 times and an additional 25 residents will enroll in training in preparation for careers related to alternative-fueled vehicles.

Timeline: 12 Months, on-going  
Deliverables: Direct Marketing / Training Materials

Task 2.0 CONTRACTOR shall oversee and coordinate the performance of this task.

Create a new Goods Movement Industry oriented one-day outreach event for prospective LNG truck buyers. The Port of Long Beach has offered space for the event.

The event would have the expectation of providing connections at a personal level between prospective truck buyers and other critical parties in order to answer questions, solve problems and put into motion the first steps of a truck purchase. The Ports and others have been working hard in these areas already, so this event will be positioned to bring updated information at the appropriate time.

Elements of the event will include:

- Taking contact information for prospective LNG truck purchasers or fleets;
- LNG display trucks;
- LNG fueling maps and information;
- Representatives present from:
  - Financial lending institutions;
  - Truck dealers;
  - Fueling Industry;
  - Vehicle maintenance providers;
  - State incentive programs;
  - AQMD incentive program; and
  - Alternative fuel technician training facility at Long Beach City College.

CONTRACTOR shall identify 50 interested truck drivers who will provide personal information to be entered into a database. This data will be used by AQMD staff to follow-up with the prospective buyers to provide additional assistance as needed.

Timeline:	September 2011
Deliverables:	Workshop notice
	Sign in sheets
	Copies of outreach materials
	Digital photographs
	Database

Task 3.0 A general public oriented outreach event will be accomplished by joining the established Green Port Fest event held annually at the Port of Long Beach. Approximate 10,000 attended the last event. This event will next be held in October 2011. City staff will be present at a booth that will be under the banner of CONTRACTOR.

The staffed display booth will have the ability to collect contact information for prospective LNG truck purchasers or fleets.

The staff display booth will provide information handouts regarding:

- LNG trucks and dealers;
- LNG fueling maps, cell phone and Internet tools;
- Vehicle maintenance providers;
- Financial lending institutions;

- State incentive programs;
- AQMD incentive program; and
- Alternative fuel technician training.

CONTRACTOR shall identify 10 interested truck drivers who will provide personal information to be entered into a database and staff the exhibit booth all day.

Timeline: October 2011  
 Deliverables: Green Port Fest materials identifying CONTRACTOR's participation  
 Copies of outreach materials  
 Digital photographs  
 Updated Database

Task 4.0 This task encompasses general oversight, invoicing and reporting for the contract period. Reporting to AQMD shall be accomplished according to set standards established by AQMD and the Federal Government including the requirements of the American Recovery and Reinvestment Act of 2009 (ARRA), ARRA 1512.

CONTRACTOR shall prepare quarterly reporting in accordance with the requirements delineated in the Deliverables section of this Statement of Work.

Timeline: Calendar Quarters, throughout term of contract  
 Deliverables: Quarterly reports  
 Quarterly invoices

CONTRACTOR shall prepare a final report in accordance with the requirements delineated in the Deliverables section of this Statement of Work.

Timeline: February/March 2012  
 Deliverables: Final report  
 Final invoice

## DELIVERABLES

In addition to the deliverables set forth in the above-referenced statement of work, CONTRACTOR shall supply the following reports to the AQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals. All documents submitted to the AQMD shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to AQMD in a separate report in which the trade secret information is specifically identified. AQMD agrees to treat such trade secret information in accordance with its Public Records Act guidelines relating to trade secret information.

1. CONTRACTOR shall provide quarterly progress reports based on calendar quarters via email due the 3<sup>rd</sup> day of each month following the reporting period. The first reporting period begins at the project start date.

**For example:**

Q1:	Oct 1 to Dec 31	(Due by Jan 3)
Q2:	Jan 1 to Mar 31	(Due by Apr 3)
Q3:	Apr 1 to Jun 30	(Due by Jul 3)
Q4:	Jul 1 to Sept 30	(Due by Oct 3)

One copy of each progress report will be submitted to AQMD's Project Officer and one copy will be submitted to AQMD's Contract Administrator-Technology Advancement, in conjunction with the invoice for the same period. Each progress report shall include, but not be limited to, the following:

- a. Reference to AQMD contract number and title of project.
  - b. Reporting time period (months, year).
  - c. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
  - d. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, documenting workshops, where applicable.
  - e. Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
  - f. Discussion of cost status with respect to budget status and work completed to date, costs to date, explanation of any overruns, and steps being taken to bring costs back into line.
  - g. Copies of approved/signed timecards and supporting documentation for expenditures.
  - h. ARRA 1512 Reporting requirements are included in Attachment 3 of this Contract. CONTRACTOR is considered the Sub-Recipient and shall submit the Sub-Recipient Report to AQMD and provide information necessary for AQMD to complete the Vendor Report and Prime Recipient Report.
2. CONTRACTOR shall submit two (2) stapled copies of a draft final report for review, comment, and approval no later than February 10, 2012. CONTRACTOR shall submit one electronic file (by email) of the draft final report to AQMD's Project Officer and one

electronic file (by email) to AQMD's Contract Administrator-Technology Advancement. AQMD shall complete its review of the draft final report within four weeks after receipt of draft final report from CONTRACTOR. The draft final report shall include, but not be limited to, the following:

- a. Reference to AQMD contract number and title of project.
  - b. Project background and objectives.
  - c. An executive summary up to three pages in length to include a short, definitive statement of the problem/project; objective of the project, including emission control objectives or goals and reference to AQMD Rules if applicable; subject of the project including the technology demonstration site, participants, dates, etc.; conclusions (potential emissions impact, cost implications, and other factors); recommendations (design changes/optimization, other applications of the technology, and commercialization paths); and acknowledgment of all project sponsors.
  - d. A detailed description of the scope of work.
  - e. Findings or results of each task.
  - f. Detailed description of workshop and resulting alternative fuel interest/purchase of heavy-duty LNG trucks, as applicable.
  - g. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, of workshops.
  - h. Results - a discussion of the expected project results versus what was actually achieved.
  - i. Costs - a comparison and discussion of expected versus actual AQMD contract costs.
  - j. Problems - a discussion of significant problems encountered during the contract and how they were resolved.
  - k. Recommendations.
3. CONTRACTOR shall submit three (3) stapled originals of the final report and one CD, incorporating AQMD's comments, no later than March 31, 2012.

## **MILESTONES**

Description	Due Date
Develop Outreach Materials	February 2011
Conduct Outreach	12 Months, on-going
One-Day Outreach Event	September 2011
General Public Outreach Event	October 2011
Progress Reports:	January 3, 2011 April 3, 2011 July 3, 2011 October 3, 2011 January 3, 2012
Draft Final Report	February 10, 2012
Final Report	March 31, 2012

**ATTACHMENT 2  
PAYMENT SCHEDULE FOR  
LONG BEACH CLEAN CITIES COALITION**

**Heavy-Duty Natural Gas Drayage Truck Replacement Outreach and Education Program**

Payments should be made quarterly upon receipt of invoice on CONTRACTOR's letterhead accompanied with the most updated progress report. The contract number shall be clearly identified on all invoices. CONTRACTOR may submit all invoices and progress reports electronically. Progress reports shall follow Milestones and payment will be made based on completion of each Task as described below. Total contract amount shall not exceed \$37,500.

<b>Deliverables Description</b>	<b>Total Amount</b>	<b>Withhold</b>	<b>Payment</b>
Develop Outreach Materials - February 2011	\$6,500	\$650	\$5,850
Conduct Outreach – Ongoing with 3 Conduct Outreach	\$11,500	\$1,150	\$10,350
Progress Report - April 2011	\$500	\$50	\$450
One-Day Outreach Event - September 2011	\$14,000	\$1,400	\$12,600
Progress Report - July 2011	\$500	\$50	\$450
Progress Report - October 2011	\$500	\$50	\$450
General Public Outreach Event - October 2011	\$2,000	\$200	\$1,800
Progress Report - January 2012	\$500	\$50	\$450
Final Report - March 2012	\$1,500	\$150	\$1,350
Withhold Payment		\$3,750	
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$37,500</b>		

## ATTACHMENT 3

### ARRA 1512 Reporting

#### AQMD: Required Information from Sub-Recipient

Information from the CONTRACTOR, who is considered a sub-recipient, is required on three reports: the sub-recipient report, the vendor report, and the prime recipient report. At this time, AQMD is not delegating reporting responsibility on FederalReporting.gov to its sub-recipients. CONTRACTOR shall provide the following information to the AQMD:

##### 1) Sub-Recipient Report

- Sub-Recipient DUNS Number
- Sub-Recipient CCR Number (Central Contractor Registration)
- Congressional District: sub-recipient primary location
- Amount of Sub Award: amount of funds to be disbursed over life of the award
- \*Total Sub Awards Funds Disbursed: cumulative amount of cash disbursed to the sub-recipient as of the report period end date
- Sub- Award Date: date the sub- award was signed
- Address (street, city, state, zip code+4, Congressional District, Country): primary place of performance; where the majority of the work and activities of the project are being performed
- Sub-Recipient Indication of Reporting Applicability: Answer Yes if *all* of the following are met:

In the sub-recipient's preceding fiscal year, the sub-recipient received—

- 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements; and
- \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements; and
- The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Otherwise, answer No.

- Sub-Recipient Highly Compensated Officers: If the Answer to the preceding question was "yes", then list the Names and Compensation of the 5 most highly compensated officers.

Total compensation means the cash and noncash dollar value earned by the executive during the sub recipient's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- Salary and bonus.

- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which are not tax-qualified.
- Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

2) Vendor Report: for each single vendor purchase exceeding \$25,000, CONTRACTOR shall submit the following information to AQMD within 15 days of purchase:

- Sub-Award Number: identifying number assigned by sub-recipient
- Vendor DUNS Number: if vendor has one
- Vendor Name
- Vendor HQ zip code+4
- Product & Service Description
- Payment Amount: amount invoiced by the vendor (aggregated) that will be paid with Recovery Act funds

3) Prime Recipient Report

- \*Quarterly Activities: provide brief description of activities during quarter, including significant deliverables
- \*Number of Jobs: An estimate of the number of direct jobs created and direct jobs retained in the United States and outlying areas as the result of Recovery Act funds. This estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the sub-recipient. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule (2,080 hours). The FTE count should be reported cumulative in each reporting period and as far down the chain as possible, including vendors. A job cannot be reported as both created and retained. United States means the 50 States and the District of Columbia, and outlying areas means—

(1) Commonwealths.

(i) Puerto Rico.

(ii) The Northern Mariana Islands;

- (2) Territories.
  - (i) American Samoa.
  - (ii) Guam.
  - (iii) U.S. Virgin Islands; and
- (3) Minor outlying islands.
  - (i) Baker Island.
  - (ii) Howland Island.
  - (iii) Jarvis Island.
  - (iv) Johnston Atoll.
  - (v) Kingman Reef.
  - (vi) Midway Islands.
  - (vii) Navassa Island.
  - (viii) Palmyra Atoll.
  - (ix) Wake Atoll

- **\*Description of Jobs Created:** A narrative description of the employment impact of the Recovery Act funded work. This narrative should be cumulative for each calendar quarter and address the impact on the sub-recipient's workforce. Provide a brief description of the types of jobs created and jobs retained in the United States and outlying areas. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained as a result of Recovery Act funding. This description may rely on job titles, broader labor categories, or the sub-recipient's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.

\*Information that will change each reporting period

## ATTACHMENT 4

### DOE TERMS & CONDITIONS

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward

##### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

##### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

##### D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions related to, the subcontract, subgrant, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

##### E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected.

and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

**Notice of Restriction on Disclosure and Use of Data**

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

**F. Protecting State and Local Government and Contractor Whistleblowers.**

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal;
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken;
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub L. 111-5, shall post notice of the rights and remedies as required therein (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub L. 111-5, www Recovery gov, for specific requirements of this section and prescribed language for the notices )

#### G. RESERVED

#### H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds

#### I. Information in supporting of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee

#### J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015

#### K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion

#### L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted

#### **REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

**RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF  
FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING  
SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Patrick H. West City Manager  
 Typed Name & Title of Authorized Representative  
 Assistant City Manager

[Signature] EXECUTED PURSUANT  
 Signature of Authorized Representative Date 4/27/11  
 TO SECTION 301 OF  
 THE CITY CHARTER.

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

APPROVED AS TO FORM  
March 16, 2011  
 ROBERT E. SHANNON, City Attorney  
 By [Signature]  
 GARY J. ANDERSON  
 DEPUTY CITY ATTORNEY