

ADDENDUM - See page 8

REQUEST FOR PROPOSAL

for

EVALUATION OF INNOVATIVE OZONE MITIGATION STRATEGIES

*Prepared by the Staff of San Joaquin Valley Unified Air Pollution Control District
Sacramento Metropolitan Air Quality Management District
Bay Area Air Quality Management District*

Authorized by the Policy Committee of the San Joaquin Valleywide Air Pollution Study Agency

*Funded by the Central California Ozone Study
under the authority of the San Joaquin Valleywide Air Pollution Study Agency*

Submittal: Proposals must be received at the address below on or before Friday, April 8, 2011, 5:00 PM

Proposals received after the date and time stated above will not be accepted.

Submissions must include: two (2) signed copies of Proposal delivered by mail or messenger to establish official receipt;
one (1) unbound master suitable for black and white reproduction; and
one (1) electronic copy (CD-ROM) of all submittal documents in Word or PDF format for electronic distribution to the review committee.

Address Submissions to: Katy Linebach, Air Quality Specialist
San Joaquin Valley Unified Air Pollution Control District
1990 East Gettysburg Avenue
Fresno, CA 93726-0244

Mark Envelope: "PROPOSAL: Evaluation of Innovative Ozone Mitigation Strategies"

RFP Issuance Date: March 8, 2011

Contact: Katy Linebach, (559) 230-5846, katy.linebach@valleyair.org

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**REQUEST FOR PROPOSAL
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1. BACKGROUND

The Technical Committee of the San Joaquin Valleywide Air Pollution Study Agency (Study Agency), which includes staff of the San Joaquin Valley Unified Air Pollution Control District (SJVAPCD), Bay Area Air Quality Management District (BAAQMD), and Sacramento Metropolitan Air Quality Management District (SMAQMD), is issuing this Request for Proposal (RFP) to evaluate and compare the effectiveness of four innovative strategies. The strategies are Alternative Energy, Energy Efficiency, Urban Heat Island Mitigation, and Episodic Controls and will be evaluated for the potential to reduce ozone precursor emissions and ozone formation in the San Joaquin Valley, Bay Area, and Sacramento air basins. The evaluation will also assess the strategies' positive and negative interactions with other environmental and economic factors. The Study Agency has charge of evaluating the proposals, selecting a qualified Contractor, and executing the contract.

The San Joaquin Valleywide Air Pollution Study Agency, a joint powers agency that coordinates scientific research on air quality issues in Central California, is the sponsor of this project. The Study Agency's decision-making body is a Governing Board consisting of one supervisor from each of the eight counties in the San Joaquin Valley. The mission of the Study Agency is guided by committees of state, federal, and district air agency staff, and public- and private-sector stakeholders. Its projects are typically carried out by contractors who are coordinated and managed by the staff of the California Air Resources Board and SJVUAPCD. This project will be conducted by a contractor engaged by the Study Agency and guided by staff of the participating air districts.

This project is part of the Central California Ozone Study (CCOS) and is made possible with federal funding. CCOS is a large-scale program involving many sponsors and participants. Three entities are involved in the overall management of CCOS. First, the San Joaquin Valleywide Air Pollution Study Agency directs the fund-raising and contracting aspects of CCOS. Second, the Study Agency's Policy Committee provides guidance on the objectives and funding levels of CCOS projects; and approves all proposals, contracts and reports. Third, the Study Agency's Technical Committee provides overall technical guidance on RFPs, direction and progress of work, contract work statements, and reviews of all technical reports produced from the study. SJVUAPCD staff provides assistance with the coordination of the Study Agency Governing Board actions as well as legal and financial management.

2. PROJECT PURPOSE

The San Francisco Bay Area, Sacramento, and San Joaquin Valley air basins are each designated nonattainment for the federal 8-hour ozone standard as adopted by EPA in 1997. The State Implementation Plans (SIPs) for these three nonattainment areas each reflect the different attainment challenges these areas face: geography, meteorology, emissions inventory, economic base, and land development patterns. However, the SIPs for all three air basins have four “Further Study” measures in common: Alternative Energy, Energy Efficiency, Urban Heat Island Mitigation, and Episodic Controls. Each SIP contains a broad definition of these measures. The project solicited by this RFP is intended to identify, define, and evaluate potential control measures that could be implemented in the three air basins to help reduce ozone, ozone precursors (volatile organic compounds and nitrogen oxides) and other criteria pollutants. The results of this analysis will provide information and guidance to the participating air districts as they consider these control measures for future SIPs.

3. PROJECT DESCRIPTION

3.1 Objective

The objective of this project is to identify beneficial, federally-creditable, cost-effective measures (regulatory, incentive, voluntary) in four general strategies to reduce ozone precursor emissions and ozone concentrations, and to provide sufficient data and analysis that will allow participating air districts to conclusively advance - or eliminate from consideration - the adoption and implementation of the strategies.

This project requires that the Contractor:

- Find and analyze similar mitigation strategies currently used in other air districts, states, and regions;
- Formulate new mitigation measures in these strategies that would provide the desired benefits with minimal impacts;
- Quantify the benefits (e.g., emission reductions, ozone concentrations) that would be accomplished in each of the three participating air districts through implementation of the measures; and
- Identify and assess the environmental, energy, and economic impacts associated with each measure.

The goal for the Contractor is to provide valid analytical results with documented precision and uncertainty, and to convey the results, assumptions and parameters to the Study Agency with sufficient detail so that the final analysis can be understood and replicated without the need for further research.

Although the results of this effort are intended to provide information to the districts about potential mitigation measures, the adoption and implementation of the measures

by each air district is a process entirely independent of this project. No finding made as part of this analysis shall be considered as accepted or binding on any subsequent action of the districts.

3.2 Tasks/Scope

The three air districts and the Study Agency desire a two-part process for this project. In Part One, the Contractor will fully describe each of the four strategies, provide any examples of previous implementation, and evaluate the four strategies according to suggested criteria. The results obtained from Part One of the project will be reviewed by the Study Agency Technical Committee, who will select several of the strategies to advance for in-depth evaluation in Part Two. In Part Two, the Contractor will investigate the benefits and impacts of each strategy in relation to the environmental and economic conditions in the subject air basins. Studies should not overlap with other studies being conducted by the California Energy Commission (CEC) or AB32 initiatives.

Part One: Strategy Description and Feasibility

Description of Strategies: The Contractor will describe each strategy in terms of its goals, objectives, component measures, methods, participants, potential funding sources, and time and resources needed for development/implementation. Each component measures should be evaluated for voluntary, incentive-based, and regulatory approaches. If it is determined that the measures being evaluated have already been considered or implemented in another region, the Contractor will describe the region and provide examples of the successes and challenges associated with each measure.

Evaluation of Feasibility: The evaluation should address the potential benefits and impacts associated with each selected component measures. In this evaluation, the Contractor is not expected to produce results specific to each air district, but must evaluate the general feasibility of each measure. Each measure will be evaluated using the criteria established in the Table 1, or a similar method approved by the Study Agency. The Proposer is encouraged to suggest additional criteria or revisions to the evaluation methodology.

Table 1: Evaluation Criteria

Criteria	Score		
	5	3	1
1. Ozone benefits are quantifiable (emissions or ozone concentrations)	Easy to quantify benefits	Some difficulty quantifying benefits	Difficult to quantify benefit
2. Have similar strategies been evaluated or implemented elsewhere	Strategy has been implemented	Similar strategy implemented or in-depth evaluation done	Nothing similar found
3. SIP Credit	EPA guidance is clear & SIP credit can be easily claimed	SIP credit will require significant effort	SIP credit is impossible
4. Magnitude of benefits	Significant	Small	Nonexistent
5. Legal challenges	Unlikely	Potential for legal challenges	Probable legal challenges
6. Likelihood of opposition	None	Potential for organized opposition	Current organized opposition
7. Cost-effectiveness (Costs relative to benefits produced)	Excellent cost-effectiveness	Moderate cost-effectiveness	Poor cost-effectiveness
8. Magnitude of Cost	Relatively low cost	Moderate cost	Relatively high cost

Note: Each component measure should receive a score for each separate criterion.

Part Two: Evaluation for Regional Applicability, Benefits, and Impacts

Following the Technical Committee’s selection of measures from the four strategies for additional study, the Contractor will conduct an in-depth evaluation to provide more specific information on the strategies’ potential benefits, impacts, and applicability in each air basin. The Contractor must employ the best available data and methodologies, so that each participating air district will be able to – with confidence and clarity - support and include the strategy concept in a proposed SIP or reject it from further consideration.

The in-depth evaluation will include an analysis of the selected strategy in each air district, and descriptions and quantitative estimates of the following:

- Benefits, including ozone precursor reductions, other criteria pollutant reductions, GHG reductions, energy and cost savings, other societal benefits;
- Impacts, such as increased costs to strategy participants, energy and environmental impacts, cost effectiveness; and
- Implementation challenges, including district administrative costs, potential sources for new grant funding, ability to enforce, public perceptions, legal hurdles, length of time-span needed to develop a program to implement the measure.

3.3 Work Products/Deliverables

Initial Conference Call: At the start of the contract period, the Contractor and key air district personnel will meet with the Study Agency Project Manager (Project Manager) via telephone or in person to discuss the overall plan, details of performing the tasks, the project schedule, items related to personnel or changes in personnel, and any issues that should be resolved before work can begin.

Progress Reports: The Contractor will provide progress reports every month and participate in conference calls to discuss the progress reports. When requested by the Project Manager, the Contractor and key personnel shall meet with the Project Manager via telephone to discuss the overall plan and details of task progress. The day before the conference call, the Contractor shall email the Project Manager a brief progress report that includes:

- Current status of work products and deliverables;
- Brief summary of last meeting, including list of attendees;
- Action items in progress;
- Action items completed; and
- New action items.

The Study Agency may request other interim deliverables. The Contractor must be willing to receive guidance and direction from the Study Agency and adjust methods based on progress reports and preliminary results.

Electronic Data Submittal: The Contractor shall provide reports and data to the Study Agency in a format specified by the Study Agency using Microsoft Office 2000 Professional software (Word, Excel or Access).

Reports: The Contractor will prepare a Draft Report and a Final Report on the subject innovative ozone mitigation strategies for Part One and Part Two of the project. For Part One and Part Two, the reports shall describe the approach and the evaluation methodology, and present the results. The executive summary of the report shall include a summary of the key findings. The report shall present all methodologies, calculations, and assumptions critical to the development of conclusions about the effectiveness, impacts, and applicability of the innovative ozone mitigation strategies. Calculations shall be completely documented. Supporting technical documents and calculations shall be included in the report as appendices. The Study Agency requires that the technical writing be adequate to clearly explain the process used to develop the assessment. Multiple report revisions may be required if the report is not written to the satisfaction of the Study Agency.

Draft and Final Report: The Contractor shall deliver to the Study Agency an electronic copy of a Draft and Final Reports for review by staff.

Final Presentation: The Contractor shall present the Final Report and answer questions at a Technical Committee meeting in the SJVAPCD's Modesto office (unless otherwise specified by the Project Manager).

Copies of Final Report: Upon approval of each Final Report by the Study Agency, the Contractor shall deliver to the Study Agency five bound copies and one unbound copy of the report incorporating all final alterations, additions and appendices. The Contractor shall also deliver an electronic copy of the report produced in Microsoft Office 2000 Professional. The report shall also include a bibliography of data sources referenced or used to support the evaluation and completion of each tasks. The Study Agency may request that a copy of these reference documents accompany the final report in order to provide complete documentation of the report.

Invoices and Progress Reports: The Contractor shall submit invoices in triplicate. The invoices shall be included with the final reports. The invoices must list the contract number.

The Contractor will be paid when the invoice and a final report are deemed by the Study Agency to reflect work done in accordance with the contract. Ten percent (10%) of each invoice payment will be withheld until all work is complete and approved by the Study Agency.

Additional tasks performed by the Contractor or its subcontractors to develop supporting information or analysis, which were not specified in the proposal, will not be reimbursed without prior written approval from the Study Agency. Unapproved additional tasks are not reimbursable.

3.4 Utilization of Results

The Evaluation of Innovative Ozone Mitigation Strategies as described above would help provide a sound basis for future efforts to reduce ozone impacts. The research will help the participating districts determine the effectiveness and feasibility of the measures. The Proposer should consider the intended end-use of the results and provide data suitable for this purpose.

4. PROJECT SCHEDULE

The Study Agency intends for the project to be completed according to the following schedule of deliverables (the Study Agency may agree to a different schedule which would be specified in the contract). Payments must correspond with the submission of final reports. Progress reports and conference calls are not included in Table 2.

Table 2: Project Schedule and Deliverables

Action/Work Product	Approximate Date
Release of RFP	March 8, 2011
Deadline for Proposal	April 8, 2011
Contractor Selection	April 2011
Contract Development	May 2011
Contract Approval	June 16, 2011
Evaluation Part One	June – July 2011
Deadline for Draft Report on Part One	August 1, 2011
Deadline for Final Report on Part One	September 1, 2011
Study Agency Review of Part One Results, Selection of Strategies for Part Two	September 2011
Evaluation Part Two	September - November 2011
Deadline for Draft Report on Part Two	December 1, 2011
Deadline for Final Report on Part Two	January 3, 2012
Report Presentation	January 2012

5. BUDGET

Costs will be a factor in evaluating proposals responding to this RFP. Proposers are directed to provide task-related costs in their proposal budget summary rather than a lump sum amount. Proposals will be evaluated both by comparison of cost for comparable tasks as well as projected total cost. The Study Agency’s review committee is authorized to consider the comprehensiveness of proposed efforts as well as total proposed cost to provide reasonable comparisons of the proposals. All evaluation criteria are described in Section 10.2.

The Study Agency’s budget for this project is \$150,000. The budgeted amount is available to the Contractor for research, analysis, coordination, teleconferences, meetings, report writing, subcontractors, and all other efforts undertaken by the Contractor for this project.

The Proposer’s costs must be itemized by the following categories:

Task: List a total cost per task. The Study Agency reserves the right to remove tasks as deemed necessary to remain within budget.

Labor: List an hourly labor rate for each assigned principal and technical specialist. The rate quoted must include labor, general, administrative, and overhead costs.

Subcontractor Costs: Identify subcontractors by name, list their cost per hour or per day, and the number of hours or days their services will be used.

Travel Costs: Identify estimated travel costs, including the number of trips required, destinations, and approximate costs of travel. Travel costs are reimbursed at prevailing rates for the contracting company or rates approved by the Study Agency, whichever is lower, unless negotiated otherwise.

Miscellaneous Costs: If any.

Total cost must be clearly indicated in the Costs of Proposal section of the proposal.

It is expected that general overhead and administrative costs are included in the hourly rate for labor. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the contracted amount for the services specified in the proposal. If the Study Agency determines a need for additional tasks or services not included in the proposal, the contract may be amended by agreement of both parties to include additional tasks and related costs.

6. REQUIRED QUALIFICATIONS

To be selected, a Proposer must have demonstrated extensive experience and expertise in the following areas:

- Quantitative evaluation of emission reduction strategies;
- Excellent working relationships with government agencies;
- Skill in preparing clear reports; and
- Excellent technical writing skills.

To be selected, the Proposer must also demonstrate the ability and resources to produce the deliverables requested in this RFP. The Study Agency reserves the right to reject any proposal deemed non-responsive to the RFP, not responsible, and/or not reasonable.

6.1 Excluded Parties List System (EPLS)

A Proposer or any individual identified in the proposal that appears in the Excluded Parties List System (EPLS) is not eligible for award of a contract. The EPLS is a central registry that contains information regarding entities debarred, suspended, proposed for debarment, excluded, or otherwise declared ineligible from receiving Federal contracts. Access to the EPLS is available at <http://www.epls.gov>.

The Proposer certifies by signing the signature page of the original copy of the submitted proposal and any amendment signature page(s) that the Proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Proposer should complete and return the

attached certification regarding debarment, etc., i.e. Exhibit A, with their bid. This document must be satisfactorily completed prior to award of the contract.

6.2 Compliance with Federal and State Requirements

The selected Contractor shall comply with applicable federal requirements including but not limited to Office of Management and Budget Circular No. A-87 (Cost Principles for State, Local, and Indian Tribal Governments) and Circular No. A-102 (Grants and Cooperative Agreements With State and Local Governments), and Circular No. A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

California Government Code Section 1090 generally prohibits a public official from being financially interested in a contract which he or she has made or participated in an official capacity. Under certain circumstances, persons who perform work pursuant to a contract with a government agency may be subject to the restrictions of Government Code Section 1090. With respect to the CCOS, this means that based on participation in the planning of the project, certain consultants are precluded from participating in all or some of the post-planning contracts. This preclusion would apply to a contractor as either a prime contractor or a subcontractor. In most cases, whether a particular contractor is eligible to bid will depend on an analysis of all of the circumstances surrounding the contractor's earlier participation in the CCOS and the work that that contractor now proposes to perform. Any response to this RFP which includes a paid participant who is ineligible based on Government Code Section 1090 will be rejected during the review of the proposals.

Questions concerning the eligibility of a potential Contractor must be directed to the Study Agency attorney at the address provided below prior to the preparation of a proposal.

General Counsel
San Joaquin Valleywide Air Pollution Study Agency
San Joaquin Valley Unified Air Pollution Control District
1990 East Gettysburg Avenue
Fresno, CA 93726

7. PROJECT DIRECTION

7.1. Management

The Contractor selected to conduct this work shall report to the Study Agency Project Manager, who will be identified in the contract. For the purposes of this project, the staff of the SJVUAPCD will write and monitor contracts with the participants and will be the primary interface between the Contractor, the Policy and Technical Committees, and the Study Agency. The Contractor must not begin work on the project until a contract is fully approved by the San Joaquin Valleywide Air Pollution Study Agency.

7.2. Submittal of Results

All completed files or reports shall be released by the Contractor to the Project Manager for distribution and review by the Study Agency. The Study Agency may review any of the results in whole or in part and submit comments or questions to the Contractor through the Project Manager. The Contractor shall not undertake additional work to address issues raised by this process without the express written approval of the Project Manager.

7.3. Reporting Requirements

The Contractor shall deliver brief, written monthly progress reports to the Study Agency Project Manager. The Contractor shall deliver a draft and final electronic report in MS Word for Part One and Part Two. The Contractor will receive comments on the draft report and provide revisions in the final report within 15 days after receipt of the comments. The reporting requirements are in addition to the requirement to transmit all required electronic files related to completion of tasks as previously specified in Sections 2, 3, and 4 of this RFP.

8. CONTENTS OF PROPOSALS

Proposals must be signed by a duly authorized official of the responder and must state that the proposal is valid for a period of not less than ninety (90) days from the date of submittal. The Proposer's name and address as used in contractual agreements should be provided. The name, address, title, telephone number, fax number and email address of the person(s) authorized to execute agreements and the person(s) acting as principal for the work conducted in the proposal should be provided.

Information in the proposals shall become public property subject to disclosure under the Public Records Act. Proposals should convey a maximum of technical content related to the relevant task with a minimum of extraneous material. Proposals should convey a high degree of technical understanding and innovation while demonstrating the ability to present complex scientific results to technically qualified decision-makers. The proposal should be clear and concise. The response to the RFP is expected to be brief, with text of the proposed approach to completing the tasks limited to less than 30 pages, not inclusive of qualification information (e.g. attached resumes, etc.), budget summary table and timeline.

The response to the RFP must include:

1. Qualifications of the Proposer, including in-house staff and subcontractors, to complete the required tasks.
2. Approach to completing tasks identified in Section 3 of this RFP. This portion should include information on the Proposer's specific expertise to conduct Part One and Part Two. Additionally, the proposal should include an example of the

format (e.g., tables, bullets, paragraphs) that will be used to summarize results of the Part One evaluation.

3. Discussion of any missing tasks identified by the Proposer, which Proposer proposes to add for fulfillment of Section 3 objectives.
4. Estimated timeline for completion of the tasks subsequent to contract execution. This estimate may indicate a minimum and maximum reflecting the investigative nature of the project. Include information on the availability of the Proposer and proposed subcontractors during the proposed term. Indicate and explain or justify adjustments to the schedule anticipated by or proposed by respondent.
5. Budget for RFP tasks and additional identified tasks. The proposed payment for each deliverable should be provided, as well as hourly billing rates for additional services that may be necessary to complete additional processing identified by the investigative tasks, if authorized for completion by the Study Agency Project Manager.

Submitted proposals must follow the format outlined below and all requested information must be supplied. The submitted proposal shall be limited to 30 pages, single-sided or 15 pages, double sided, with 1" margins. Proposal shall be printed on white paper and the font shall be black Arial and no smaller than 12 point. Failure to submit proposals in the required format may result in elimination from proposal evaluation.

Cover Letter - Must include the name, address, and telephone number of the Proposer's company, total cost, the name of the contact person for the proposal, and be signed by the person or persons authorized to represent the firm.

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

Summary (Section 1) - State the overall approach to the analysis and objective(s). Demonstrate a clear understanding of the analysis goal. Include total study cost. Provide specific examples of steps to be taken to complete the analysis, as well as measures to assure repeatability, reliability and applicability of analysis.

Work Program (Section 2) - Describe work activities or tasks to be performed including the sequence of activities and a description of methodology or techniques to be used.

Program Schedule (Section 3) - Provide projected milestones or benchmarks for major products/reports within the total time allowed.

Study Organization (Section 4) - Describe the proposed management structure, organization of the contracting group, and facilities available.

Assigned Personnel (Section 5) - Identify the principals having primary responsibility for conducting the analysis. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this study. Describe the responsibilities and capacity of the technical personnel involved. Substitution of the project manager and/or lead personnel shall not be permitted without prior written approval of the Study Agency Project Manager.

Study Agency and District Resources (Section 6) - Describe any Study Agency or District services and staff resources needed to supplement Contractor activities to achieve identified objectives.

Subcontractors (Section 7) - If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the study. Provide a list of their assigned staff, their qualifications, and their relationship to project management, schedule, costs and hourly rates.

Contractor Capability and References (Section 8) - Provide a summary of the firm's relevant background experience. Discuss the applicability of each experience to this RFP. Include a brief summary of related studies completed for other parties that are of a similar nature to the work requested by this RFP. (Report examples [see Section 11] can be provided in an attachment. Attached documents are not part of the 30-page limitation.).

Costs of Proposal (Section 9) - Identify all costs associated with the execution of this RFP. Also attach a Proposal Budget Summary Table similar to Exhibit B of this RFP (page 21).

Conflict of Interest (Section 10) - Identify any actual or potential conflicts of interest resulting from any contractual work performed, or to be performed, for other clients, as well as any such work done, or to be done, by its proposed subcontractors for the Proposer. Specifically, Proposer must disclose any recent or current contracts with the Study Agency, business entities regulated by the any of the participating air districts, and/or any environmental group or business interest group. In addition, Proposer must disclose any contracts with the Study Agency, public or private entities, which are scheduled to be performed in the future, or which are currently under negotiation. The Study Agency will consider the nature and extent of such work in evaluating the proposal (see Section 10.0).

Additional Data (Section 11) - Attach a copy of any work prepared similar to what is requested in this RFP. Provide other essential data that may assist in the evaluation of this proposal. These items shall not be considered part of the 30-page limitation set for the proposal.

Certificate of Eligibility for Federal Funding (Exhibit A) - The Proposer should complete and return the certification regarding debarment, Exhibit A, with their proposal.

Attachments – Extensive documentation is discouraged, but attachments for the budget summary table, resumes, and report examples can be included in the proposal. Attached documents are not part of the 30-page limitation.

9. SUBMISSION OF PROPOSAL

All proposals must be submitted according to the specifications set forth in Section 8 "Contents of Proposal" and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

1. Signature - Proposal shall be signed by an authorized representative of the Proposer.
2. Due Date - Proposal must be received no later than 5:00 p.m. on April 8, 2011. Late proposals will not be accepted. Any correction or resubmission by the Proposer will not extend the submittal due date.
3. Delivery Address - Proposal must be directed to and received at the address below and should be directed to:

Katy Linebach, Air Quality Specialist
San Joaquin Valley Unified Air Pollution Control District
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244

4. Identification – To accommodate processing and identification of time of receipt, the Proposer shall submit the required copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words:

"PROPOSAL: Evaluation of Innovative Ozone Mitigation Strategies"

5. Electronic Copy (Compact Disc, read-only-memory) - The Proposer shall also submit an electronic copy of the proposal in Microsoft Word. The electronic copy shall be emailed to katy.linebach@valleyair.org

Grounds For Rejection - A proposal may be immediately rejected if:

- It is received at any time after the exact due date and time set for receipt of proposals;
- It is not prepared in the format prescribed; or
- It is not signed by an individual authorized to represent the firm.

Once a proposal is submitted, the composition of the proposal team cannot be altered without prior written consent of the Study Agency. The proposal shall constitute a firm offer and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals. Proposals become the property of the Study Agency. The Study Agency reserves the right to reject all proposals and make no award.

10. PROCESS

10.1. Addenda and Supplements to the RFP

The Study Agency may modify the RFP and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period. In the event that it becomes necessary to revise any part of this RFP or if additional information is necessary to enable Proposers to make adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each Proposer.

10.2. Evaluation Criteria for Qualification for Respondents

Proposals will be rated on the following key factors:

1. Proposer's ability and expertise to perform the services requested in the RFP. A brief statement of qualifications of the proposed participants and a description of the duties they will perform, including a specific discussion of relatively recent study experience. Greater detail may be incorporated by reference to a corporate website (preferred) or as a standard package. Extensive corporate experience is not as important as the qualifications of the principals who will be dedicated to the proposed task.
2. Extent of proposed action to meet the goals of the RFP.
3. Timeliness of proposed schedule for completion of tasks.
4. Comparison of cost, extent of proposed actions, and schedule expediency. Preference may be given to proposals for less than the total available budget.

10.3. Proposal Evaluation and Contractor Selection Process

The Study Agency will evaluate all proposals received by the deadline to determine responsiveness to the RFP, ensure the requirements for this project will be satisfied, and will then commend a Contractor for approval by the Policy Committee. Failure to adhere to specifications in this RFP may be cause for rejection of the proposal. The Technical Committee, participating air districts, Policy Committee and Study Agency retain the right to reject all proposals received and conduct direct negotiations with a selected Contractor if all proposals are considered to be substantially nonresponsive to key issues.

Proposal evaluation criteria will include:

1. Cost of proposal;
2. Clarity and thoroughness of proposal;
3. Presentation, including good organization, formatting, and a minimum of grammatical errors;
4. Thoroughness and appropriateness of the proposed work program;
5. Innovation in approach to work tasks;
6. Previous experience with similar projects;
7. Working relationships with government agencies.

During the selection process, the Study Agency may interview Proposers with scores above a natural break, for clarification purposes only. No new material will be permitted at this time.

A contract will be awarded to the Proposer with the best acceptable proposal based on cost effectiveness and the criteria described in this section. The selection of Contractor, final project budget and award of contract are subject to approval by the Policy Committee and the San Joaquin Valleywide Air Pollution Study Agency Governing Board. The Study Agency may choose to reject all proposals. All Proposers will be notified of the selection process results by letter.

10.4. Contract Negotiation and Approval

Contract negotiation will be conducted after approval of Contractor selection by the Policy Committee. All agreements must be approved and executed by the Study Agency. Standard contract language is available for advance review by request to the Program Manager.

11. INSURANCE

The Contractor shall provide insurance in coverage and amount acceptable to the Study Agency. The Study Agency will require that any Contractor prior to endorsement of a contract meet the following insurance requirements for this field study.

Without limiting Study Agency's right to obtain indemnification from Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect throughout the term of this Agreement the following insurance policy(s):

1. Liability insurance for bodily injury, including automobile liability, with limits of coverage of not less than Five Hundred Thousand Dollars (\$500,000) each person and One Million Dollars (\$1,000,000) each occurrence; and
2. Liability insurance for property damage with limits of coverage not less than Fifty Thousand Dollars (\$50,000) each occurrence; and
3. Workers compensation insurance in accordance with the California Labor Code; and
4. Commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence.

The foregoing insurance policy(s) shall not be canceled, reduced, or changed without a minimum of thirty (30) calendar days advance, written notice given to Study Agency.

Prior to performing its obligations under this Agreement, the Contractor shall provide the Study Agency with a certificate of insurance from an insurer acceptable to Study Agency as evidence of complying with the insurance requirements described above.

12. DATA OWNERSHIP AND PUBLICATION

The Study Agency shall have the right, at reasonable times during the project, to inspect and reproduce any data received, collected, produced, or developed by the Contractor. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Contractor shall be released or made available (except to the Study Agency) without prior, express written approval from the Project Manager. At the completion of the project, the Contractor shall provide the Study Agency all data developed through conduct of the project that is in its possession. All data which is received, collected, produced, or developed from conduct of the project shall become the exclusive property of the Study Agency; however, the Contractor shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by the Contractor. Should the Contractor subsequently include data collected in this project for other evaluations and publications, the Study Agency would appreciate a notification of publication and/or a copy of the article or manuscript published.

13. CONFIDENTIAL INFORMATION

All responsible proposals received by the Study Agency are public records available for review by the public after the selection process is completed. Proposals containing information the Proposer identifies as confidential or proprietary will be rejected as nonresponsive.

EXHIBIT A

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature _____

Date _____

EXHIBIT B

Proposal Budget Summary

Direct Costs:

- 1. Labor & Employee Fringe Benefits (provide detailed breakdown by task and employee on separate sheet [including subcontractors]) \$ _____
 - 2. Equipment (provide detailed breakdown on separate sheet) \$ _____
 - 3. Travel & Subsistence \$ _____
 - 4. Electronic Data Processing \$ _____
 - 5. Photocopying/Printing/Mail/Telephone/FAX \$ _____
 - 6. Materials and Supplies \$ _____
 - 7. Miscellaneous (please specify) \$ _____
- TOTAL DIRECT COST: \$ _____

Indirect Costs:

- 11. Overhead (specify rate) \$ _____
 - 12. General & Administrative Expenses (specify rate) \$ _____
 - 13. Other Indirect Costs (please specify) \$ _____
 - 14. Fee or Profit (specify rate) \$ _____
- TOTAL INDIRECT COST: \$ _____

TOTAL DIRECT AND INDIRECT COST: \$ _____