

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

# REQUEST FOR PROPOSALS

## TECHNOLOGY ADVANCEMENT PROGRAM DEMONSTRATION PROJECTS

The San Joaquin Valley Air Pollution Control District (District) is seeking proposals for projects to demonstrate new and innovative emission reduction technologies that have the potential for broad applicability in the San Joaquin Valley to assist the District in meeting its air quality goals.

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Submittal: Three (3) hard copies and one (1) electronic copy of each proposal must be received at the address below on or before:

Friday, August 19, 2011 – 5:00PM

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE ACCEPTED.

Address to: Kevin M. Wing  
Air Quality Specialist  
San Joaquin Valley Air Pollution Control District  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

Issuance Date: July 5, 2011

RFP Number: TAP11-01

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## 1.0 Background

This Request for Proposals (RFP) is being issued to select applicants who propose projects meeting requirements of this request to demonstrate innovative, and creative new emission reduction technologies. The applicants must possess, and document within the proposal, the substantial expertise required to conduct a demonstration project with the proposed technology within the required time period. Proposals must be submitted in the required format and must comply with specified budget constraints to be considered.

The challenges faced by the San Joaquin Valley (Valley) with respect to air quality are unmatched by any other region in the State. The Valley's topography, climate, geography and the presence of two major transportation corridors connecting northern and southern California all contribute to the region's difficulty in achieving attainment of the health based standards for particulate matter and ozone.

Despite major reductions in emissions and corresponding improvements in air quality, San Joaquin Valley continues to face difficult challenges in meeting the federal ambient air quality standards. As an "extreme" non-attainment area for ozone, the District's 2007 Ozone Plan contains a "black box" that represents necessary reductions in emissions for which a technology has not yet been identified. The United States Environmental Protection Agency (EPA) is in the process of promulgating tougher ambient air quality standards to provide further protection for health which will require even more reduction of emissions. The District believes that it may be virtually impossible for the San Joaquin Valley to attain the new standards for ozone and particulates without significant advancements in low-emission technologies for mobile and stationary sources.

A portion of available funding is a result of collaboration between the District and the EPA through the Clean Air Technology Initiative. The Clean Air Technology Initiative is a partnership of local, state, and federal agencies working with the private sector, non-profits and academia to demonstrate and bring to market new clean air and energy technologies to reduce criteria pollutants, greenhouse gases, and air toxics in an effort to meet air quality goals.

The primary goal of this RFP is to advance technology and accelerate the deployment of innovative clean air technologies that can bring about emission reductions as rapidly as practicable. To address both the ozone and PM<sub>2.5</sub> needs, which are largely driven by NO<sub>x</sub> emissions, this RFP places a particular focus on NO<sub>x</sub> emissions reduction technologies. However, to enhance efficiency and funding opportunities, projects with co-benefits for reduction of other criteria pollutant emissions and greenhouse gases are encouraged.

## 2.0 District Contacts

Technical questions regarding this RFP should be addressed to:

Kevin M. Wing, Air Quality Specialist, or  
Ross Badertscher, Air Quality Specialist  
San Joaquin Valley Air Pollution Control District  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244  
(559) 230-5800, FAX (559) 230-6112

## 3.0 Schedule of Events

### 3.1 Dates

July 5, 2011	Release of RFP
July 21, 2011	RFP Workshop (9:30AM)
August 19, 2011	RFP Closes (No Later than 5:00PM)
December 15, 2011	Review and Selection of Approved Projects

Note: all times are in Pacific Daylight Time

### 3.2 RFP Workshop

The District will hold a workshop to address questions from potential technology proponents interested in submitting a proposal. Attendance at the workshop is **NOT** a requirement for submitting a proposal. A summary of questions and answers will be posted on the Technology Advancement Program's web page after the workshop.

The workshop will be held on **July 21, 2011**, at 9:30AM to 11:00AM.

To RSVP for this event please email [weberip@valleyair.org](mailto:weberip@valleyair.org) with your name, title, office/agency, phone number, email address and specify which location you'll be attending by July 19, 2011.

The meeting will be held in the District's Central Region Office VTC Room at:

**Fresno**  
District Central Region Office  
1990 E. Gettysburg Ave.  
Fresno, CA 93726

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You may also attend the workshop via live video teleconference systems at:

**Bakersfield**

District Southern Region Office  
34946 Flyover Court,  
Bakersfield, CA 93308

**Modesto**

District Northern Region Office  
4800 Enterprise Way,  
Modesto, CA 95356

**San Francisco\***

EPA Region 9 Headquarters  
75 Hawthorne Street  
San Francisco, CA 94105

**Los Angeles\***

EPA Region 9 Southern California Field Office  
600 Wilshire Blvd., Suite 1460  
Los Angeles, CA 90017

\*EPA Locations are tentative; a final list of teleconference sites will be available on the Technology Advancement Program web page prior to the meeting at [http://www.valleyair.org/Grant\\_Programs/TAP/tap\\_idx.htm](http://www.valleyair.org/Grant_Programs/TAP/tap_idx.htm). For those who are attending a session at the U.S. EPA's San Francisco or Los Angeles office, please arrive at least 20 minutes prior to the start of this presentation to allow for sufficient time to pass through building security. For any questions regarding the EPA teleconferences, please contact Trina Martynowicz at [Trina.Martynowicz@epa.gov](mailto:Trina.Martynowicz@epa.gov).

#### **4.0 Award Information**

##### **4.1 Objective**

The District is requesting proposals for projects that demonstrate bold, innovative, and creative new emission reduction technologies. The ideal technologies will be those near commercialization, needing a successful demonstration of the technology to overcome barriers to bringing the technology to market. Projects which meet this objective will be given preference in the selection process; however projects for technologies with more long term applications will not be excluded.

In order to be selected for funding, projects must be at a stage of technological development where they will be capable of being put into operation for the demonstration project within one (1) year of execution of the grant agreement. Additional schedule requirements are defined in later sections of this RFP. Projects with significant relevance to the District are not required to be located within the District boundaries. However, funding under this RFP will give preference to projects which occur within the boundaries of the District or in the case of mobile projects those that will operate within the District boundaries for at least 75% of project operation miles and hours.

For this funding allocation the District is seeking technologies from the following technology areas:

Focus Area I: Renewable Energy—Projects that overcome the barriers to utilizing renewable energy, such as remote solar energy/storage, vehicle-to-grid, wind energy, or peak shaving systems.

Focus Area II: Waste Solutions—Waste systems or technologies to minimize or eliminate emissions from existing waste management systems and processes, including waste to fuel systems (such as dairy digesters and other bio-fuel applications).

Focus Area III: Mobile Sources—Retrofit technologies for reducing particulate and/or NO<sub>x</sub> emissions from heavy-duty trucks, clean alternative fuels (hydrogen, electric, etc.), vehicle hybridization, and efficiency improvements to on-road or off-road equipment.

#### 4.2 Available Funding

The total estimated funding available under this RFP is approximately \$1,400,000. The District anticipates awarding a total of approximately five to eight grant agreements, subject to the availability of funds and the quality of proposals received.

A portion of the available funding is the result of collaboration between the District and EPA in the Clean Air Technology Initiative. Projects in the South Valley (Tulare and Kern Counties) will be given priority in project selection with that portion of the available funding.

The District reserves the right to make additional awards under this announcement if additional funding becomes available after the original selections. In addition, the District reserves the right to reject all proposals and make no awards under this announcement or to make fewer awards than anticipated.

##### 4.2.1 Funding Type

The funding for selected projects will be in the form of a grant agreement. The grant agreement may include substantial involvement between the District and the selected applicants in the performance of the work supported. The District and applicant selected for funding shall negotiate precise terms and conditions of the grant agreement.

##### 4.2.2 Partial Funding

In appropriate circumstances, the District reserves the right to partially fund proposals by funding discrete portions or phases of proposed projects. If the District decides to partially fund a project, it will do so in a manner that does not

affect the basis upon which the proposal or portion thereof, was evaluated and selected for award, thereby maintaining the integrity of the competition and selection process. The applicant retains the right to withdraw the proposal as a binding offer to perform services if the applicant determines or considers that the proposed partial funding as defined by the District will not result in a project capable of producing a successful outcome.

#### 4.2.3 Project Management, District Services and Budget

Applicant will report progress and communicate on substantial issues during the duration of the project with a Project Manager appointed by the District. No substantial modification of project scope or design shall be undertaken without notification and approval by the Project Manager. Applicant will allow the Project Manager and/or designated District staff sufficient access during the project to perform oversight to review and monitor project progress to confirm that the requirements of the grant agreement are being met, the project is being conducted as proposed and is in compliance with required timelines. District staff may also assist the project through technical support such as emissions testing, development of specifications for evaluation of project data and quantification of results, and identification of required reporting outputs. However, the applicant is responsible for all costs and efforts for conducting the project and should identify in the proposal any required participation and collaboration by District staff that the applicant considers essential for completion of the project. Applicant is not permitted to assume that any expense will be covered by the District which is not specified in the proposed budget and will not be permitted to amend the project budget for expected services or support not identified and requested in the proposal.

#### 4.3 Reporting Requirements

Quarterly progress reports will be required of award recipients. Quarterly reports will be due one month from the end of each calendar quarter as outlined in the statement of work attached to the grant agreement. A final report including emission information, cost-effectiveness of emissions reductions possible, and commercialization potential must be submitted approximately two months of the scheduled completion of the demonstration period by the date included in the statement of work.

Details of these reports are included in Appendix A: Sample Grant Agreement.

#### 4.4 Project Period

The estimated project period for awards resulting from this solicitation will begin on February 29, 2012. Selected applicants must be prepared to execute grant agreements within sixty (60) days of proposal selection. Projects should be

operational no later than one (1) year from the execution of the grant agreement. The operational period may be determined as part of the applicant's proposal; however, the extent of the operational period shall be terminated with sufficient time remaining to allow evaluation, writing, and submittal of a final project report not later than three (3) years from execution of the grant agreement.

#### 4.5 Additional Requirements

##### 4.5.1 Disadvantaged Business Enterprise (DBE) utilization

The selected applicants(s) shall not discriminate on the basis of race, color, national origin or sex in the performance of any projects selected for funding under this RFP. The selected applicants(s) shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded as a result of any grant agreement resulting from this RFP.

Applicants must employ the six good faith efforts described in 40 CFR 33.301 in any subcontracting occurring as a part of any project receiving funding as a result of this RFP.

The attachment section of the proposal package must contain a completed EPA Form 6100-4—DBE Program Subcontractor Utilization Form, and EPA Form 6100-3—DBE Program Subcontractor Performance Forms from each subcontractor expected to be utilized as a part of the project. EPA forms and information on the DBE Rule, forms, and fact sheets can be downloaded from [http://www.epa.gov/osbp/dbe\\_forms.htm](http://www.epa.gov/osbp/dbe_forms.htm).

##### 4.5.2 Data Universal Numbering System Number

All program applicants must have and include in their proposal (see section 5.1.1) a Data Universal Numbering System (DUNS) number. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

##### 4.5.3 Debarment and Suspension

In order to be eligible for participation in this RFP an applicant must not presently be debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. Applicants must ensure that all subcontractors employed for conduct of this project certify to the applicant compliance with this provision of law.



## **5.0 Response Submittal Requirements**

### **5.1 Contents of Proposal**

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit all requested information may result in the proposal being deemed unresponsive and disqualified from consideration. The submitted proposals shall be limited to sixteen (16) pages, single sided or eight (8) pages, double sided, with 1” margins. Proposals shall be printed on white paper with black Arial font no smaller than 12 point. The page limit applies to the body of the proposal only as defined in sections 5.1.1 through 5.1.9 and does not include section 5.1.10—“Attachments”. Failure to submit proposals in the required format may result in elimination from proposal evaluation.

Submissions of the proposal will be considered to be a binding commitment (firm offer) by the Applicant to provide the proposed project by the identified personnel at the specified cost. Proposals shall be binding for a period of not less than six months so that additional projects may be awarded funding without reissuance of this RFP if additional funds are received or otherwise made available to extend the scope of the effort. Should additional funding become available after six months the District may select eligible projects from the remaining proposals. However, proposals shall be awarded after six months only if selected applicant(s) are capable of completing the project as proposed without modifications, other than to the proposed timeline.

#### **5.1.1 Cover Letter**

The cover letter must include the name, address, telephone number, and DUNS number (see section 4.5.2) of the company, total project cost, requested funding, the name of the contact person for the proposal, and be signed by the person or persons authorized to enter into agreements on behalf of the organization proposing a project.

#### **5.1.2 Table of Contents**

Clearly identify the material contained in the proposal by section and page number.

#### **5.1.3 Executive Summary Page (Section 1)**

The first section of the proposal should be an executive summary which includes:

- A brief statement describing project, state the overall approach to the project and the specific objective(s).

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- Summary of the applicant's organization and experience related to the proposed project.
- Summary of the project budget including total project cost and funding requested.
- Project period, including expected beginning and end dates.

#### 5.1.4 Project Proposal (Section 2)

This section should contain a detailed project summary including:

- Description of specific tasks and methods to be undertaken.
- Description of associated work products and deliverables for each task.
- Detailed project schedule dividing the project period into:
  - An implementation period covering the time equipment is fabricated/delivered/installed/etc.; and
  - An operational period covering the technology demonstration and emissions testing/verification.
- Status of any permits required, if applicable.
- Description of the roles of the applicant and partners, if any.
- Description of the applicant's organization and experience related to the proposed project.

#### 5.1.5 Project Budget (Section 3)

This section should contain a detailed project budget including:

- Description of the total project costs.
- Requested funding to be provided by District, including a clear explanation of how the funding will be utilized.
- Source and amount of funding for remainder of project, include documentation of 3<sup>rd</sup> party funding as attachments, if any.
- Include with the budget a description of all resources leveraged by the project, including equipment, land use, and other in-kind contributions. Documentation committing 3<sup>rd</sup> party resources should be provided as attachments.

#### 5.1.6 Project Organization (Section 4)

Describe the proposed management structure, project monitoring procedures, organization of the contracting group, and facilities available.

#### 5.1.7 Assigned Personnel (Section 5)

Identify the principals having primary responsibility for implementing the project. Discuss their professional and academic backgrounds, including all certifications and licenses held. Provide a summary of similar work they have previously performed. Describe the responsibilities and capacity of the technical personnel involved. Substitution of the project manager and/or lead personnel will not be permitted without prior written approval of the District.

#### 5.1.8 Air Quality Benefit Analysis (Section 6)

This section should contain a detailed analysis of the emission reduction potential of the proposed technology. This analysis should contain a cost-effectiveness estimate based on expected cost after commercialization and be expressed on cost per ton of emissions reduced. Explain all assumptions used in calculating emission reductions and cost-effectiveness, and used established criteria where applicable.

- Emission reduction calculations should focus on Oxides of Nitrogen (NO<sub>x</sub>), Reactive Organic Gasses (ROG), and Particulate Matter (PM) clearly identifying the PM fraction utilized in the calculations (i.e. PM<sub>10</sub> or PM<sub>2.5</sub>).
- Greenhouse gas calculations should be included, including in the case of projects that include a greenhouse gas dis-benefit.
- Identify tasks and deliverables from Project Proposal per section 5.1.4 that will verify the air quality benefit analysis presented in this section.

#### 5.1.9 Capability and References (Section 7)

Provide a summary of the company's relevant background experience. Discuss the applicability of background experience to this RFP. Include examples of related projects completed for other parties that are of similar nature to the work requested herein with references. Please include telephone numbers and email addresses of references.

#### 5.1.10 Attachments

This section may include attachments necessary to support portions of the proposal including but not limited to support letters, resumes or curricula vitae. Support materials included in this section may be referred to during the scoring process to verify claims made in the body of the proposal. Unsupported claims may result in reduced scores.

This section must contain a completed EPA Form 6100-4—DBE Program Subcontractor Utilization Form, and EPA Form 6100-3—DBE Program Subcontractor Performance Forms from each subcontractor expected to be

utilized as a part of the project. EPA forms and information on the DBE Rule, forms, and fact sheets can be downloaded from [http://www.epa.gov/osbp/dbe\\_forms.htm](http://www.epa.gov/osbp/dbe_forms.htm).

## 5.2 Proposal Submission

All proposals must be submitted according to the specifications set forth in section 5.1—"Contents of Proposal" and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

### 5.2.1 Signature

All proposals shall be signed by a representative of the organization authorized to enter into agreements on the organizations behalf.

### 5.2.2 Due Date

**Proposals must be received at the address below (post marks are not accepted), no later than 5:00PM Pacific Daylight Time on August 19, 2011, and shall be directed to:**

Kevin M. Wing  
Air Quality Specialist  
San Joaquin Valley Air Pollution Control District  
1990 E. Gettysburg Ave.  
Fresno, CA 93726-0244

Late proposals will not be accepted. Any correction or resubmission by the proponent will not extend the submittal due date.

### 5.2.3 Proposal Format

All applicants shall submit three (3) complete hard copies of the proposal.

In addition, all applicants shall submit an electronic copy of their proposal as an Adobe Systems Portable Document Format (PDF) file or files. The electronic copy shall be in no greater than three (3) files.

If submitting a proposal in more than a single file, one shall contain the body of the proposal as defined in sections 5.1.1 through 5.1.9, the second file may contain those portions of section 5.1.10 that are not designated as confidential per section 7.0—"Confidential Information", and the third file containing all material designated as confidential.

The portion of the electronic copy containing sections 5.1.1 through 5.1.9 must be in a searchable format. The electronic copy shall be emailed to:

weberip@valleyair.org, or enclosed with the original hardcopies on a CD, or DVD. Any other arrangements for delivery of the electronic copy must be made in advance, and approved by the District.

#### 5.2.4 Addenda

The District may modify the request for proposal and/or issue supplementary information or guidelines relating to the RFP at any time. If the District modifies the request for proposals the modification will be posted on the District website. Applicants whose proposals are received prior to the proposal modification will be notified that a proposal modification has been made and will be allowed to submit a new proposal. However, if a new proposal is submitted the new proposal must be received prior to the deadline. The new proposal will be evaluated in lieu of the prior proposal. The District will not review multiple proposals from a single Applicant for the same project.

#### 5.2.5 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; or
- Not prepared in the format prescribed; or
- Not signed by an individual authorized to enter into agreements on behalf of the organization.

The District reserves the right to reject all proposals and make no awards.

#### 5.2.6 Disposition of Proposals

All proposals become the property of the District. Any proposal selected for funding will be included as an exhibit in the grant agreement and at that time are considered public information. This excludes attachments protected as confidential information pursuant to section 7.0.

#### 5.2.7 Modification or Withdrawal

Once Submitted, proposals including the composition of the project team cannot be altered without prior written consent of the District. All proposals shall constitute firm offers and may not be withdrawn for a period of six (6) months following the last day to accept proposals.

## 6.0 Proposal Evaluation

### 6.1 Evaluation Criteria

Each proposal shall be scored and point totals shall be awarded in each of the categories listed below.

**35 pts Relevance to Plans:** Is the project or technology addressing an area of high importance to the District's Air Quality Plans? The District's Ozone Plans, Particulate Matter Plans, and Fast Track Strategy can be found at <http://www.valleyair.org/> for reference.

**15 pts Co-benefits:** Projects and technologies that benefit more than one air pollution control concern will score high on this criterion, projects that do not will score low. The quantitative extent of the co-benefit (or dis-benefit) of the technology when fully deployed will also be considered in this criterion. This criterion considers impacts on criteria pollutants and precursors, greenhouse gasses, and air toxics.

**20 pts Technology Cost-effectiveness:** This is the expected cost-effectiveness of the technology when fully deployed. Ideally, the dollars per ton calculation would include annualized capital and ongoing operating costs as compared with the annual emission reductions.

**20 pts Additional Funding Required and Resource Leveraging:** Projects that leverage resources outside of this RFP will score higher. Projects that require large amounts of new funding will not score as high.

**10 pts Project Readiness:** Projects with well-defined sources of match funding, identified all necessary project partners, and prepared to begin will receive the highest scores in this category. Supporting materials showing commitments from project partners, availability of match funding, commitments to in-kind or material support, etc. included in the proposal per section 5.1.10—"Attachments" will be necessary to verify project readiness.

**100 pts Total**

### 6.2 Evaluation and Approval

District staff will evaluate, score, and rank all proposals and recommend the selection of the projects to the District's Governing Board at the December 15, 2011 Governing Board meeting.

## **7.0 Confidential Information**

Proposals containing trade secret or confidential information must be received with a request for confidential treatment of information. The applicant must separate information requested to be kept confidential into an attachment, and referenced where necessary within the proposal. Air pollution emission data shall not be designated as confidential.

Proposals selected for funding, excluding confidential attachments, will become public records upon execution of a grant agreement with the District.

## **Appendix A: Sample Grant Agreement**

*Note: Exhibit B is dependent on funding source and not included  
Exhibit C will be the main body of submitted proposal*



**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT  
AGREEMENT**

This Agreement is made and entered into this \_\_\_day of \_\_\_\_, 2012, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and «CONTRACTOR NAME» (Contractor).

**WITNESSETH:**

**WHEREAS**, despite major reductions in emissions and corresponding improvements in air quality, San Joaquin Valley continues to face difficult challenges in meeting the federal ambient air quality standards; and

**WHEREAS**, on March 18, 2010 the District's Governing Board adopted the Technology Advancement Program; and

**WHEREAS**, on July 5, 2011 the District issued Request for Proposal TAP11-01 seeking proposals for projects demonstrating new and innovative emission reduction technologies that have the potential for broad applicability in the San Joaquin Valley, and will assist the District in meeting its air quality goals; and

**WHEREAS**, the United States Environmental Protection Agency (EPA) has awarded the District a grant agreement with agreement number «GRANT AGREEMENT NUMBER» to support a demonstration project; and

**WHEREAS**, Contractor has proposed a project that meets the eligibility criteria of District that has been approved by District for funding; and

**WHEREAS**, Contractor represents that it is willing and able to perform the activities set forth herein.

**NOW, THEREFORE**, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

///

1     **1.     PROJECT**

2             Through this cooperative agreement the San Joaquin Valley Unified Air  
3     Pollution Control District will fund the demonstration of a «TECHNOLOGY DESCRIPTION»  
4     and verify emissions benefits in «APPLICATION DESCRIPTION». This work is to be  
5     implemented at «LOCATION». This project hopes to demonstrate that use of this  
6     technology is feasible and cost-effective in the San Joaquin Valley.

7             Contractor shall design, develop, and integrate «TECHNOLOGY» system  
8     as set forth in the Statement of Work attached hereto and incorporated herein as  
9     Exhibit A, the project proposal submitted as a response to the Technology  
10    Advancement Program request for proposals number TAP11-01 attached hereto and  
11    incorporated herein as Exhibit B, and the District's EPA Award Agreement «GRANT  
12    AGREEMENT NUMBER», which is attached hereto and incorporated herein as Exhibit C.  
13    Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees,  
14    and other incidentals necessary to perform and complete, per schedule, in a  
15    professional manner, the services described herein. Contractor represents that  
16    Contractor has the expertise necessary to adequately perform the project specified in  
17    Exhibit A, Exhibit B, and Exhibit C.

18            In the event of any conflict between or among the terms and conditions  
19    of this Agreement, the exhibits incorporated herein, and the documents referred to  
20    and incorporated herein, such conflict shall be resolved by giving precedence in the  
21    following order of priority:

- 22                            1.     To the text of this Agreement
- 23                            2.     Exhibit A to this Agreement
- 24                            3.     Exhibit B to this Agreement
- 25                            4.     Exhibit C to this Agreement

26     **2.     FLOW-DOWN PROVISIONS**

27            Contractor shall comply with the requirements of all lower-tier  
28    subcontracts entered into under EPA funding agreements, as stated in District's

1 agreement with EPA, including but not limited to Administrative Conditions identified  
2 in Exhibit C, to the extent such requirements have been disclosed to Contractor in  
3 writing prior to the effective date set forth in the first paragraph of this Agreement.

### 4 **3. PERIOD OF PERFORMANCE/TIMETABLE**

5 Contractor shall commence performance of work and produce all work  
6 products in accordance with the work schedule and deadlines for performance  
7 identified in Exhibit A to this Agreement, unless this Agreement is terminated sooner  
8 as provided for elsewhere in this Agreement.

9 If requested by District, Contractor shall submit regular progress reports,  
10 at intervals determined by District, detailing the work performed during the current  
11 reporting period; work planned for the next reporting period; problems identified,  
12 solved, and/or unresolved; and the percentage of each task completed.

### 13 **4. COMPENSATION**

14 The total obligation of District under this Agreement shall not exceed  
15 «PROJECT FUNDING AMMOUNT».

16 Contractor shall obtain through other sources sufficient additional  
17 monies to fund the total cost of the project as outlined in Exhibit B. Satisfactory written  
18 evidence of such funding commitments shall be provided to District prior to the  
19 release by District of any funds under this Agreement. In the event funding from other  
20 sources for the total cost of the project as outlined in Exhibit B is not received by  
21 Contractor, District reserves the right to terminate or re-negotiate this Agreement. In  
22 that event, if requested by District, Contractor shall return any District funds disbursed,  
23 but only to the extent that funds have not been earned by services rendered.

24 **A. Payments:** Advance payments shall not be permitted. Payments  
25 will be permitted only at which time equivalent services have been satisfactorily  
26 rendered. District shall reimburse Contractor after receipt and verification of a properly  
27 supported District Claim for Payment Form and, if necessary, inspection by District  
28 staff. Claims and all supporting documentation shall be submitted to San Joaquin

1 Valley Unified Air Pollution Control District, Strategies and Incentives Program.

2 Payment shall be made to Contractor by District upon submission and  
3 evaluation of District Claim for Payment Form, Contractor's invoice(s), and other  
4 supporting documentation that shall set forth the work completed pursuant to this  
5 Agreement, and as set forth in the section of Exhibit A entitled Payment Schedule.

6 District will issue payment to Contractor within sixty (60) calendar days  
7 of receipt of proper documentation and verification that Contractor has satisfactorily  
8 completed the work for which compensation is sought.

9 The amount to be paid to Contractor under this Agreement includes all  
10 sales and use taxes incurred pursuant to this Agreement, if any, including any such  
11 taxes due on equipment purchased by Contractor. Contractor shall not receive  
12 additional compensation for reimbursement of such taxes and shall not decrease work  
13 to compensate therefore.

14 Concurrently with the submission of any claim for payment, Contractor  
15 shall certify (through copies of invoices issued, checks, receipts, and the like) that  
16 complete payment has been made or invoiced. In the event Contractor completes  
17 work internally, for which invoices, checks, receipts, and the like are not available,  
18 completion of the self certification section of the District's Claim for Payment Form is  
19 required.

20 **B. Surplus Funds:** Any compensation, which is not expended by  
21 Contractor pursuant to the terms and conditions of this Agreement by the project  
22 completion date, shall automatically revert to District. Only expenditures incurred by  
23 Contractor in the direct performance of this Agreement will be reimbursed by District.  
24 Allowable expenditures under this Agreement are specifically established and  
25 included in Exhibit A attached hereto and incorporated herein

26 **C. Closeout Period:** Contractor shall submit all final claims within  
27 sixty (60) days following the final month of activities for which payment is claimed or  
28 no later than «DEADLINE». No action will be taken by District on claims submitted

1 beyond the 60-day closeout period.

2 **5. NON-ALLOCATION OF FUNDS**

3 The terms of this Agreement and the services to be provided thereunder  
4 are contingent on the approval and receipt of funds by the appropriating government  
5 agency. Should sufficient funds not be allocated, the services provided may be  
6 modified or this Agreement terminated at any time by giving Contractor thirty (30)  
7 days' prior written notice.

8 **6. INDEPENDENT CONTRACTOR**

9 In performance of the work, duties, and obligations assumed by  
10 Contractor under this Agreement, it is mutually understood and agreed that  
11 Contractor, including any and all of Contractor's officers, agents, and employees, will  
12 at all times be acting and performing as an independent contractor and shall act in an  
13 independent capacity and not as an officer, agent, servant, employee, joint venture,  
14 partner, or associate of District. Furthermore, District shall have no right to control or  
15 supervise or direct the manner or method by which Contractor shall perform its work  
16 and function. However, District shall retain the right to administer this Agreement so  
17 as to verify that Contractor is performing its obligations in accordance with the terms  
18 and conditions thereof. Contractor and District shall comply with all applicable  
19 provisions of law and the rules and regulations, if any, of governmental authorities  
20 having jurisdiction over matters the subject thereof.

21 Because of its status as an independent contractor, Contractor shall  
22 have absolutely no right to employment rights and benefits available to District  
23 employees. Contractor shall be solely liable and responsible for providing to, or on  
24 behalf of, itself all legally required employee benefits. In addition, Contractor shall be  
25 solely responsible and save District harmless from all matters relating to payment of  
26 Contractor's employees, including compliance with social security, withholding, and all  
27 other regulations governing such matters. It is acknowledged that during the term of  
28 this Agreement, Contractor may be providing services to others unrelated to District or

1 to this Agreement.

2 **7. TERMINATION**

3 **A. Breach of Agreement:** District may immediately suspend or  
4 terminate this Agreement, in whole or in part, where in the determination of District  
5 there is:

- 6 1. An illegal or improper use of funds by Contractor;
- 7 2. A material failure to comply with any term of this Agreement by  
8 Contractor;
- 9 3. A substantially incorrect or incomplete report submitted to District by  
10 Contractor; or
- 11 4. Improperly performed services by Contractor.

12 In no event shall any payment by District constitute a waiver by District  
13 of any breach of this Agreement or any default, which may then exist on the part of  
14 Contractor. Neither shall such payment impair or prejudice any remedy available to  
15 District with respect to the breach or default. District shall have the right to demand of  
16 Contractor the repayment to District of any funds disbursed to Contractor under this  
17 Agreement which in the reasonable judgment of District were not expended in  
18 accordance with the terms of this Agreement. Contractor shall promptly refund any  
19 such funds upon demand.

20 In addition to immediate suspension or termination, District may impose  
21 any other remedies available at law, in equity, or otherwise specified in this  
22 Agreement.

23 **B. Without Cause:** Either party may terminate this Agreement at  
24 any time upon giving the other party at least thirty (30) days' advance written notice of  
25 intention to terminate. In such case, Contractor shall, subject to paragraph 3, be paid  
26 the reasonable value of all services satisfactorily rendered and actual, reasonable  
27 costs incurred up to the time of the termination. Upon such termination, all the work  
28 produced by Contractor shall be promptly delivered to District.

1 **8. USE OF FUNDS RESTRICTION**

2 Contractor agrees that funds under this award cannot be used for  
3 emissions reductions that are mandated under Federal, State or local law. This refers to  
4 specific compliance dates within the mandate, not when the mandate is passed.  
5 Voluntary or elective emissions reductions measures shall not be considered to be  
6 "mandated", regardless of whether the reductions are included in the State  
7 implementation plan of a State.

8 **9. AUDITS AND INSPECTIONS**

9 Contractor shall at any time during regular business hours, and as often  
10 as District may deem necessary, make available to District for examination all of its  
11 records and data with respect to the matters covered in this Agreement. Contractor  
12 shall, upon request by District, permit District to audit and inspect all such records and  
13 data necessary to ensure Contractor's compliance with the terms of this Agreement.

14 Contractor shall be subject to an audit by District or its authorized  
15 representative to determine if the revenues received by Contractor were spent for the  
16 reduction of pollution and to determine whether said funds were utilized as provided  
17 by law and this Agreement. If, after audit District makes a determination that funds  
18 provided Contractor pursuant to this Agreement were not spent in conformance with  
19 this Agreement or any other applicable provisions of law, Contractor agrees to  
20 immediately reimburse District all funds determined to have been expended not in  
21 conformance with said provisions.

22 Contractor shall retain all records and data for activities performed under  
23 this Agreement for at least two (2) years from the date of final payment under this  
24 Agreement or until all state and federal audits are completed for that fiscal year,  
25 whichever is later.

26 Contractor shall be subject to the examination and audit of the auditor  
27 general for a period of two (2) years after final payment under contract (Government  
28 Code § 8546.7).

1 **10. FALSE CLAIM**

2 Contractor is advised that providing false, fictitious or misleading  
3 information with respect to the receipt and disbursement of EPA grant funds may  
4 result in criminal, civil or administrative fines and/or penalties. Contractor, and its sub-  
5 grantees must promptly refer to EPA's inspector General any credible evidence that a  
6 principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or  
7 other person has submitted a false claim under the False Claims Act or has  
8 committed a criminal or civil violation of laws pertaining to fraud, conflict of interest,  
9 bribery, gratuity, or similar misconduct involving funds provided under this grant or  
10 sub-grants awarded by the District.

11 **11. CONFLICT OF INTEREST**

12 No officer, employee, or agent of District who exercises any function or  
13 responsibility for planning and carrying out the services provided under this  
14 Agreement shall have any direct or indirect personal financial interest in this  
15 Agreement. Contractor shall comply with all federal and state conflict of interest laws,  
16 statutes, and regulations, which shall be applicable to all parties and beneficiaries  
17 under this Agreement and any officer, agent, or employee of District.

18 **12. GOVERNING LAW**

19 This Agreement shall be governed in all respects by the laws of the  
20 State of California. Venue for any action arising out of this Agreement shall only be in  
21 Fresno County, California.

22 **13. COMPLIANCE WITH LAWS**

23 Contractor shall comply will all federal and state laws, statutes,  
24 regulations, rules, and guidelines which apply to its performance under this  
25 Agreement, including California driving eligibility and financial liability laws.

26 **14. MODIFICATION**

27 Any matters of this Agreement may be modified from time to time by the  
28 written consent of all the parties without in any way affecting the remainder.



1 **15. NON-ASSIGNMENT**

2 Neither party shall assign, transfer, or subcontract this Agreement, nor  
3 their rights or duties under this Agreement, without the prior express, written consent  
4 of the other party, which shall not be unreasonably withheld or delayed.

5 **16. INDEMNIFICATION**

6 Contractor agrees to indemnify, save, hold harmless, and at District's  
7 request, defend District, its boards, committees, representatives, officers, agents, and  
8 employees from and against any and all costs and expenses (including reasonable  
9 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether  
10 in contract, tort, or strict liability, including, but not limited to, personal injury, death,  
11 and property damage) occurring or resulting to District which arises from any negligent  
12 or wrongful acts or omissions of Contractor, its officers, agents, subcontractors, or  
13 employees in their performance of this Agreement.

14 **17. INSURANCE**

15 **A.** Without limiting District's right to obtain indemnification from  
16 Contractor or any third parties, Contractor, at its sole expense, shall maintain in full  
17 force and effect the following insurance policies throughout the term of this  
18 Agreement:

19 **1)** Commercial general liability insurance with  
20 minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per  
21 occurrence;

22 **2)** Commercial automobile liability insurance which  
23 covers bodily injury and property damage with a combined single limit with minimum  
24 limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence.

25 **3)** Workers' compensation insurance in accordance  
26 with California law.

27 **B.** This insurance shall not be canceled or changed without a  
28 minimum of thirty (30) days' advance, written notice given to District.

1 C. Prior to the commencement of performing its obligations under  
2 this Agreement, Contractor shall provide certifications of insurance on the foregoing  
3 policy, as required herein, to District, stating that such insurance coverages have  
4 been obtained and are in full force; that District, its officers, agents, and employees  
5 will not be responsible for any premiums on the policy. This insurance shall not be  
6 canceled or changed without a minimum of thirty (30) days' advance, written notice  
7 given to District.

8 D. In the event Contractor fails to keep in effect at all times  
9 insurance coverage as herein provide, District may, in addition to other remedies it  
10 may have, suspend or terminate this Agreement upon the occurrence of such event.

11 E. If Contractor is a government entity, then it may self-insure such  
12 of those risks identified in paragraph 10.A.1 of this Agreement, provided, however,  
13 that:

14 1) Such self-insurance plans shall be reasonably  
15 satisfactory to District; and

16 2) All those provisions identified in subparagraph 10.C  
17 of this Agreement concerning the relationship of Contractor's primary and District's  
18 excess insurance to each other, the requirement of Contractor delivering a certificate  
19 of insurance or other suitable evidence to District, and the cancellation/change of  
20 insurance requirements shall apply to such self-insurance plans.

21 **18. NOTICES**

22 The persons and their addresses having authority to give and receive  
23 notices under this Agreement are as follows:

24 <b>CONTRACTOR</b>	<b>DISTRICT</b>
25 «CONTRACTOR SIGNING AUTHORITY NAME»	<b>Seyed Sadredin</b>
26 «TITLE»	<b>Executive Director/APCO</b>
27 «COMPANY»	<b>San Joaquin Valley Unified APCD</b>
28 «ADDRESS»	<b>1990 East Gettysburg Avenue</b>
«CITY», «STATE» «ZIP-CODE»	<b>Fresno, CA 93726</b>

Any and all notices between District and Contractor provided for or

1 permitted under this Agreement or by law shall be in writing and shall be deemed duly  
2 served when personally delivered to one of the parties, or in lieu of such personal  
3 service, when deposited in the United States mail, postage prepared, addressed to  
4 such party.

5 **19. BINDING ON SUCCESSORS**

6 This Agreement, including all covenants and conditions contained  
7 herein, shall be binding upon and inure to the benefit of the parties, including their  
8 respective successors-in-interest, assigns, and legal representatives.

9 **20. TIME IS OF THE ESSENCE**

10 It is understood that for Contractor's performance under this Agreement,  
11 time is of the essence. The parties reasonably anticipate that Contractor will, to the  
12 reasonable satisfaction of District, complete all activities provided herein within the  
13 time schedule outlined in Exhibit A to this Agreement, provided that Contractor is not  
14 caused unreasonable delay in such performance.

15 **21. NO THIRD-PARTY BENEFICIARIES**

16 Notwithstanding anything else stated to the contrary herein, it is  
17 understood that Contractor's services and activities under this Agreement are being  
18 rendered only for the benefit of District, and no other person, firm, corporation, or  
19 entity shall be deemed an intended third-party beneficiary of this Agreement.

20 **22. SEVERABILITY**

21 In the event that any one or more of the provisions contained in this  
22 Agreement shall for any reason be held to be unenforceable in any respect by a court  
23 of competent jurisdiction, such holding shall not affect any other provisions of this  
24 Agreement, and the Agreement shall then be construed as if such unenforceable  
25 provisions are not a part hereof.

26 **23. ENTIRE AGREEMENT**

27 This Agreement constitutes the entire agreement between Contractor  
28 and District with respect to the subject matter hereof and supersedes all previous

1 negotiations, proposals, commitments, writings, advertisements, publications, and  
2 understandings of any nature whatsoever unless expressly included in this  
3 Agreement.

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SAMPLE

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Vendor Agreement to be  
2 executed as of the day and year first hereinabove written.

3 **Contractor** **DISTRICT**  
4 «COMPANY» **San Joaquin Valley Unified Air**  
**Pollution Control District**

5 «CONTRACTOR SIGNING AUTHORITY NAME»  
6 «TITLE»

7 \_\_\_\_\_  
8 J. Steven Worthley  
9 Governing Board Chair

10 ***Recommended for approval:***  
11 San Joaquin Valley Unified Air Pollution  
12 Control District

13 \_\_\_\_\_  
14 Seyed Sadredin  
15 Executive Director/APCO

16 ***Approved as to legal form:***  
17 San Joaquin Valley Unified Air Pollution  
18 Control District

19 \_\_\_\_\_  
20 Catherine Redmond  
21 Assistant District Counsel

22 ***Approved as to accounting form:***  
23 San Joaquin Valley Unified Air Pollution  
24 Control District

25 \_\_\_\_\_  
26 Cindi Hamm, C.P.A.  
27 Director of Administrative Services

28 ***For accounting use only:***  
Program: \_\_\_\_\_  
Accounting No.: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK FOR  
PROJECT «NUMBER»**

As part of the 2007 Ozone Plan adopted by the San Joaquin Valley Air Pollution Control District (District) the District committed to a “black box” strategy to develop and demonstrate long-term measures for reduction of NO<sub>x</sub> in the valley. One potential for reduction of NO<sub>x</sub> is «TECHNOLOGY DESCRIPTION».

In this project Contractor will work with its partners, including «PROJECT PARTNERS» to develop and demonstrate «TECHNOLOGY» for «SOURCE CATEGORY» in the San Joaquin Valley. Contractor will complete the design, fabrication, integration, test, and real world use of «TECHNOLOGY» on «DEMONSTRATION EQUIPMENT». The equipment will be placed into real world service in «LOCATION».

The Contractor shall perform the following tasks:

**Task 1—«TASK1 DESCRIPTION»**

- 1.1 «SUBTASK1»
- 1.2 «SUBTASK2»
- 1.3 «SUBTASK3»

**Task 2—«TASK2 DESCRIPTION»**

- 2.1 «SUBTASK1»
- 2.2 «SUBTASK2»
- 2.3 «SUBTASK3»

**«ADDITIONAL TASKS AS PER PROPOSAL»**

## Deliverables

In addition to any deliverables set forth in the above-referenced statement of work, Contractor shall supply the following reports to the District 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. Additionally each report will be submitted as an electronic copy in a standard document format such as Portable Document Format (PDF).

1. Quarterly progress or status reports due one month from the end the calendar quarter. Each progress report shall include, but not be limited to, the following:
  - a. Reference to District contract number and title of project.
  - b. Reporting time period (months, year).
  - c. Brief, overall project description.
  - d. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
  - e. Discussion of work planned for the next reporting period.
  - f. Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
  - g. Cost-to-date status with respect to budget and tasks completed to date, and description of any major overruns.
  
2. A draft final report for review, comment, and approval shall be submitted not later than «DUE DATE». This document 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 District in a separate report in which the trade secret information is specifically identified. District agrees to treat such trade secret information in accordance with its Rule 1030 relating to confidential information. District shall complete its review of the draft final report within four weeks of its receipt from Contractor. The draft final report shall include, but not be limited to, the following:
  - a. Reference to District 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 District 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. Summary of all emission testing and analyses.

- g. Costs – Summary displaying actual cost versus budgeted costs by task.
- h. Problems – a discussion of significant problems encountered during the contract and how they were resolved.

3. Contractor shall submit the final report, incorporating comments, to District no later than «DUE DATE». This document 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 District in a separate report in which the trade secret information is specifically identified. District agrees to treat trade secret information in accordance with its Rule 1030 relating to confidential information.

4. Contractor shall submit a two-page project synopsis, along with the final report. In addition to a hard copy of this synopsis, contractor shall provide the synopsis in an electronic version, using Microsoft WORD 2003 or a compatible version.

SAMPLE



**Time Schedule**

<b>Task No.</b>	<b>Description of Task</b>	<b>Estimated Completion Date</b>
1	«TASK1 DESCRIPTION»	«DATE»
	Quarterly Report #1	«DATE»
2	«TASK2 DESCRIPTION»	«DATE»
3	«TASK3 DESCRIPTION»	«DATE»
4	«TASK4 DESCRIPTION»	«DATE»
	Quarterly Report #2	«DATE»
	[...]	

SAMPLE

### Payment Schedule

The total project budget is «AMOUNT». The District will fund the demonstration of «TECHNOLOGY DESCRIPTION» for «SOURCE CATEGORY» and verify emissions benefits in application on «DEMONSTRATION EQUIPMENT» in an amount not to exceed «AMOUNT». Payments will only be made for the completion of tasks «PER PROPOSAL».

Payments must be completed and submitted to the District within sixty (60) days following the final month of activities for which payment is claimed or no later than «DATE».

Description of Task	Estimated Amount	Estimated Date
Task 2—«TASK2 DESCRIPTION»	«AMOUNT»	«DATE»
Task 4—«TASK4 DESCRIPTION»	«AMOUNT»	«DATE»
Task 5—«TASK5 DESCRIPTION»	«AMOUNT»	«DATE»
Task 7—«TASK7 DESCRIPTION»	«AMOUNT»	«DATE»

