

REQUEST FOR PROPOSAL

for

Dairy Particulate Matter Control Measures Study

*Prepared by
The San Joaquin Valley Unified Air Pollution Control District
Authorized by
The Policy Committee for the California Regional PM10/PM2.5 Air Quality Study
Funded by
The California Department of Food & Agriculture (Agreement 09-0829)
and the California Regional PM10/PM2.5 Air Quality Study
Funding is also under consideration by other agencies and stakeholders.*

Submittal: Proposals must be received at the address below on or before:

Monday, March 7, 2011 - 5:00 PM PST

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

Submissions must include: two (2) signed copies of response documents 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: Sheraz Gill
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Mark Envelope: "RFP - Dairy Particulate Matter Control Measures Study"

Issuance Date: February 7, 2011

Contact for Inquiries:

Technical & Procedural Issues:

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1. Introduction

The Technical Committees of the San Joaquin Valleywide Air Pollution Study Agency (Study Agency) and the San Joaquin Valley Unified Air Pollution Control District (District) are issuing a Request for Proposal (RFP) to measure and compare the effectiveness of different PM (PM10 and PM2.5) control measures for dairy operations, including quantifying the generation or reduction of PM and PM precursor emissions, and assessing positive or negative interactions with other environmental factors, emissions and animal health. The Study Agency has charge of evaluating proposals, selecting a qualified contractor and executing any contracts.

2. Background

The San Joaquin Valley Air Pollution Control District (SJVAPCD) regulates PM10 emissions via a maintenance plan comprising controls on businesses, including large agricultural operations. Dairy operators are currently required to maintain Conservation Management Practices Plans to control fugitive particulate emissions for large agricultural operations, while new agricultural sources of PM10 emissions are required to implement Best Available Control Technology (BACT). For dairies, effectiveness of control measures to date has been estimated rather than rigorously measured. Relatively little work has been attempted to quantify PM10 emissions at dairies, or to quantify emissions reductions resulting from the implementation of PM10 control measures at dairies. This project is intended to provide field measurements of PM10 sources and control measures on San Joaquin Valley dairies, to improve the database for estimating control efficiencies.

About 90 percent of California dairy farms are located in the San Joaquin Valley. Most of the valley's dairies are subject to the requirements of the SJVAPCD, especially new and expanding dairy facilities.

To research issues of this type, the SJVAPCD frequently will enlist the services of the San Joaquin Valleywide Air Pollution Study Agency, a joint powers agency (JPA) that coordinates scientific research on air quality issues with the involvement of federal, state, and local government agencies in collaboration with stakeholders.

As a key stakeholder, the Dairy Cares coalition will assist with this project. Dairy Cares is a non-profit organization that represents California dairy producer and processor organizations on matters related to environmental stewardship at dairy farms. Dairy Cares works closely with regulators and scientific researchers to better understand air and water quality issues and to develop science-based management strategies for a better environment.

The California Department of Food & Agriculture (CDFA) is providing primary funding for this project through agreement 09-0829 with the Study Agency, and shall provide technical assistance and data/information necessary to assist the JPA and identified contractor with all aspects of the project.

In order to perform this project, a contractor will be identified with the knowledge, skills and background to conduct the project. The contractor will be identified by the Study Agency with help from Dairy Cares and CDFA.

3. Field Study Description

3.1. Objective

The selected contractor must investigate the control effectiveness of the mitigation measures by conducting field tests and analysis that (1) establish the baseline emissions related to the processes at a dairy that create PM emissions and (2) estimate the change in emissions, if any, related to alternative processes or mitigation methods intended to reduce PM emissions. The goal for the contractor is to provide valid data for the emissions analyses of PM mitigation measures with documented precision and uncertainty, and to transmit the data, assumptions used and parameters of measurements to the Study Agency with sufficient detail that the field study can be understood, be replicated, or be used as the basis for further research.

The objective of this project is to determine the effectiveness of various control measures for the prevention or mitigation of primary PM or aerosol PM precursors in operating dairy corrals and to assess any impacts related to the implementation of these controls.

Once the program of work has been agreed to and initiated, the contractor must seek approval of the Technical Committee and the District prior to recommending or implementing any changes to the proposed field study. During conduct of the field study, additional data collection by the contractor beyond the specified program of work must remain within the authorized budget.

3.2. Tasks/Scope

The Study Agency will establish a process to work with stakeholders (Dairy Cares, SJVAPCD, and CDFA) to develop an acceptable study design and select an appropriate contractor. The project will be designed to determine the control effectiveness of various management measures (listed below) in corrals and to assess related impacts of implementation of the controls.

The project will be designed to compare different methods for reduction of PM₁₀ by removal of material, surface stabilization or entrainment prevention.

The project may be limited by the extent of funding in the number of parameters that can be effectively assessed; however, as many factors as possible will be included and documented. Essential measurements include PM₁₀ upwind and downwind of the site and environmental variables related to local conditions; a brief protocol for sampler

placement must be prepared for review prior to the beginning of testing. To assess other impacts of the control, measurements observations or assessments should include: ammonia emissions, PM2.5 emissions, VOC emissions, and animal health issues such as changes in respiration, foot and leg health, feed consumption, or fly count (where appropriate). If the optimal design of the project exceeds the identified budget, the Study Agency will examine opportunities for co-funding or collaboration to identify supplemental support that would expand this project to include all desired measurements. Stakeholders shall advise the Study Agency on all aspects of the project, including the design and budget.

Control measure scenarios to be assessed include: existing operational site without added measures (considered a baseline or control for the project), windbreak/shelter belt (possibly done by a physical surrogate to simulate a shelter belt), roof cover and pen shades, sprinkler use and altering/increasing frequency of manure removal (such as scraping) and possible evaluating the effects of harrowing. The number of comparisons that can be made will be an important issue in contractor selection and final budget decisions.

3.3. Previous Work

Studies conducted in Texas (i.e. Auvermann et al) on the efficacy of frequent manure removal on reducing PM emissions have shown the reduction to manure to be as effective as water sprinkling during dry episodes. A recent study (Marcilla-Emberton et al, 2009) found that sprinklers reduce PM10 emissions but increase ammonia emissions.

3.4. Work Products/Deliverables

INITIAL CONFERENCE CALL: At the start of the contract period, the principal investigator and key personnel shall meet with the Study Agency Project Manager via telephone or in person to discuss the overall plan, details of performing the tasks, the field study schedule, items related to personnel or changes in personnel, and any issues that should be resolved before work can begin.

PROGRESS REPORTS: Provide progress reports every three months and participate in necessary conference calls to discuss the progress reports when requested by the Study Agency Project Manager. The principal investigator and key personnel shall meet with the Study Agency Project Manager via telephone to discuss the overall plan and details of task progress. Prior to the conference call (preferably the day before), the contractor shall email the Study Agency a brief progress report that includes:

- Brief summary of last meeting, including list of attendees;
- Current status of work products and deliverables;
- Action items (significant upcoming tasks);
- Action items in progress; and
- Action items completed.

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

TECHNICAL ASSESSMENT OF SAMPLE TEST DATA: The Contractor shall evaluate the sample test data as approved by the Study Agency Project Manager.

ELECTRONIC DATA SUBMITTAL: The contractor shall provide the Study Agency with the complete final database used to perform the data evaluations for this field study. Reports and data bases produced by this field study must be submitted 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 shall prepare a draft final report and a final report. The Contractor shall prepare and submit a report that describes the field study approach and methodology and presents the results. The executive summary of the report shall contain a summary of the field study and a table summarizing key findings. The report shall present all methodologies, calculations, and assumptions critical to the development of conclusions about the proposed process variables, including justification for making any assumptions. Calculations should 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 FINAL REPORT: The Contractor shall deliver to the Study Agency an electronic copy of a draft final report for review by staff.

FINAL REPORT: Upon approval of the Final Report by the Study Agency, the Contractor shall deliver to the Study Agency five bound copies and one unbound copy of the final report incorporating all final alterations, additions and appendices. The Contractor shall also deliver an electronic copy of the final 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 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 quarterly reports. The invoices must list the contract number and shall itemize all expenses (including equipment costs) incurred during the payment period completed. Each item in the invoice shall correspond to one of the tasks. Direct labor charges and subcontractor and contractor charges shall be subdivided into the number of hours spent by each staff classification (e.g., Senior Scientist, Research Assistant) for the invoice period.

The Contractor will be paid for the payment period when the invoice and a progress 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 the final report 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, must receive a prior approval from the Study Agency. Unapproved additional tasks are not reimbursable. Any completed data sets shall be provided by the JPA for availability to the stakeholders.

3.5. Utilization of Results

The field study for the PM mitigation measures as described above would help provide a sound scientific basis for future regulatory requirements to reduce dairy PM emissions. The research would determine the emissions, control effectiveness of mitigation measures, and feasibility of the mitigation measures. The proposal field study design should consider this intended end use of the results and be formulated to provide data suitable for this purpose.

3.6 Expected Benefits

The products of this project will allow evaluation of the impacts associated with different control methods for PM10 at corrals. Evaluation of comparative effectiveness will provide a reliable basis for cost comparison of the control methods. Measuring or assessing the related impacts to other environmental factors and animal health and welfare considerations at dairy operations provides an additional basis for operator decisions for control selection.

4. Timeline and Schedule

4.1 Timeline

This field study is expected to begin in May 2011 and end in January 2011.

4.2 Schedule

The Study Agency may amend the following tentative timeline for completion of work products. Contractor may propose an alternative deliverable schedule. Payments must correspond with deliverables. Status reports and conference calls as necessary are not included in Table 1.

TABLE 1 – Proposed Field Study Schedule and Deliverables

<i>Action/Work Product</i>	<i>Approximate Date</i>
Release of RFP	February 7, 2011
Proposal Deadline	March 7, 2011
Contractor Selection	March 31, 2011
Contract Approval	April 2011
Contract Signature	April 2011
Contract Effective	April 2011
Determine Field Work Sites	May 2011
Field Study	May 2011 – January 2012
Draft Report	April 1, 2012
Final Report	May 1, 2012

5. Budget

Costs will be a factor in evaluating responses to the RFP. Respondents are directed to provide task-related costs in their proposal budget summary rather than a lump sum bid. Responses will be evaluated both by comparison of cost for comparable tasks as well as projected total cost. The review committee is authorized to consider the comprehensiveness of proposed efforts as well as total cost to provide reasonable comparisons of the responses. (All evaluation criteria are described in Section 10.2).

\$139,000 is the proposed budget for purposes of project design and release of request for proposals. CDFA shall provide up to \$120,000 of this budget and the Study Agency shall provide \$19,000. The Study Agency does not charge overhead for its management of agreements and provides all services for management of projects on an in-kind basis. All of the proposed budget will be available for subcontract for the actual field research, analysis and report writing.

The Study Agency will accept responsibility for release of the request for proposals, contractor selection and contracting with the researcher. Preparation of the request and selection of the contractor will involve stakeholder participation.

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.

SUPPLIES AND EQUIPMENT: Provide an itemized list of supplies to be purchased or leased specifically for the program. The Study Agency will not pay for any equipment unless

adequately justified. Any equipment paid for by the Study Agency will become the property of the Study Agency.

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 original quote given by the selected proposer for the services specified in the proposal. If the Study Agency determines during the field study 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.

5.1 Co-Funding Opportunities

The Study Agency will work with Dairy Cares coalition members to develop an appropriate study design and budget and select a contractor. The Study Agency involves other agencies and stakeholders in project design and receives co-funding from interested parties. The Study Agency also works with a variety of universities who obtain additional research funding through grants.

6. Required Qualifications

The selected proponent shall have demonstrated extensive experience and expertise in the following areas:

- Field measurement of air quality and emissions
- Data compilation, access and manipulation;
- Emission source evaluation;
- Familiarity with dairy operations and factors that affect animal health.
- Skill in preparing clear technical reports; and
- Excellent working relationships with government agencies

Contractor must demonstrate that the Contractor has 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.

Excluded Parties List System (EPLS)

The Excluded Parties List System (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>. An Offeror or any individuals identified in the solicitation that appear in EPLS are **not** eligible for award of a contract.

Verification of Federal Debarment List

For all procurements utilizing federal funds, buyers must verify prior to award that the intended awardee does not appear on the federal debarment list. The Excluded Parties List System (EPLS) website, <http://www.epls.gov/>, includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. If the intended awardee appears on the list, they are ineligible to receive the award.

Bidder Requirements

The bidder certifies by signing the signature page of the original copy of the submitted proposal and any amendment signature page(s) that the bidder 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 bidder 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.

7. Field Study Direction

7.1. Management

This field study is part of the California Regional PM10/PM2.5 Air Quality Study CRPAQS. The CRPAQS is a large-scale program involving many sponsors and participants. Three entities are involved in the overall management of the Field Study. The San Joaquin Valleywide Air Pollution Study Agency, a joint powers agency (JPA) formed by the eight counties in the Valley, directs the fund-raising and contracting aspects of the Field Study. A Policy Committee comprises four voting blocks: State, local, and federal government, and the private sector, provides guidance on the field study objectives and funding levels. The Policy Committee approves all proposal requests, contracts and reports. A Technical Committee parallels the Policy Committee in membership and provides overall technical guidance on proposal requests, direction and progress of work, contract work statements, and reviews of all technical reports

produced from the field study. On a day-to-day basis, ARB is responsible for management of the Field Study under the direction of the Program Manager, Chief of the Modeling and Meteorology Branch, in the ARB's Planning & Technical Support Division.

The contractor selected to conduct this work shall report to the Study Agency Project Manager. Ajith Kaduwela, Chair of the CRPAQS TC, will appoint a Study Agency Project Manager. For the purposes of this field study and under the direction of the Study Agency Project Manager, the District will write and monitor contracts with the participants and will be the primary interface between contractors, the Policy and Technical Committees, and the Study Agency. Contract performance is not to begin 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 appointed Study Agency 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 through the Study Agency Project Manager regarding preparation of files, procedures, assumptions, quality assurance and assessment of the proposed mitigation measures. The Contractor shall not undertake additional field tests to address technical issues raised by this process without the express written approval of the Study Agency Project Manager.

7.3. Reporting Requirements

The contractor shall deliver brief, bi-weekly, written progress reports to the Study Agency Project Manager. Payment to the contractor will not be made until receipt of the bi-weekly progress reports. The contractor shall deliver to the Study Agency Project Manager a monthly invoice. With respect to the payment period completed, the invoice shall set forth in detail by task, in accordance with the contract budget and as appropriate, charges for time expended on the field study, including classification of personnel involved in such time expenditure, and the monthly, weekly, or hourly rates for such personnel, as appropriate. The invoice shall also contain an itemization of all materials used for the field study, including the purpose of its use and its cost. The contractor shall deliver a draft final and final electronic report in Word. The contractor will receive comments on the draft report within 45 days of submission, with revisions in the final report due within 45 days after receipt of review 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.

7.4 Involved Parties Responsibilities

- The Study Agency provides an independent, collaborative, peer reviewed, scientific approach that is desired to ensure stakeholder confidence in the research and outcomes.
- Dairy Cares will provide technical support along with coordinating research study sites.
- CDFA will provide technical support along with dairy data and statistics.

8. Proposal Required Contents

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 respondents 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 conduct of the proposal should be provided.

Information in the proposals shall become public property subject to disclosure under the Public Records Act. Any information which constitutes a trade secret or is otherwise proprietary or confidential should not be included in the proposal. 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 staff of respondent to complete the required tasks
2. Approach to completing tasks identified in Section 3 of this RFP
3. Discussion of any missing tasks identified by the respondent, which respondent proposes to add for fulfillment of Section 3 objectives
4. Estimated timeline for completion of tasks subsequent to contract execution. This estimate may indicate a minimum and maximum reflecting the investigative nature of the field study. Include information on the availability of the respondent 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 estimated costs for each task 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.

8.1. Contents of Proposal

Submitted proposals must follow the format outlined below and all requested information must be supplied. The submitted proposals shall be limited to 30 pages, single sided or 15 pages, double sided, with 1" margins. Proposals 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 company, total field study 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 field study and objective(s). Demonstrate a clear understanding of the field study goal. Include total field 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 data.

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.

FIELD STUDY ORGANIZATION (SECTION 4) - Describe the proposed management structure, field study monitoring procedures, organization of the contracting group, and facilities available.

ASSIGNED PERSONNEL (SECTION 5) - Identify the principals having primary responsibility for implementing the field study. 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 field 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 objective(s).

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 field 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 field 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).

COSTS OF PROPOSAL (SECTION 9) - Identify all costs associated with the execution of this RFP. Also attach a Proposal Budget Summary Table similar to the example provided in 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 proponent. Specifically, proponents must disclose any recent or current contracts with the Study Agency, business entities regulated by the District, and/or any environmental or business interest group. In addition, proponents 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 below).

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

CERTIFICATE OF ELIGIBILITY FOR FEDERAL FUNDING (EXHIBIT A) - The bidder should complete and return the certification regarding debarment, Exhibit A, with their bid. This document must be satisfactorily completed prior to award of the contract.

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. Proposal Submission

All proposals must be submitted according to the specifications set forth in Section 8.1 – “Contents of Proposal” and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

1. **Signature** - All proposals shall be signed by an authorized representative of the proponent.
2. **Due Date - Proposals must be received no later than 5:00 p.m. on March 7, 2011.** Late proposals will not be accepted. Any correction or resubmission by the proponent will not extend the submittal due date.
3. **Delivery Address** - Proposals must be directed to and received **at the address below and should be directed to:**

Sheraz Gill
Supervising Air Quality Engineer
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 bidder 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 proponent and the words:

“RFP – Dairy Particulate Matter Control Measures Study”

5. **Electronic Copy (Compact Disc, read-only-memory)** - The bidder shall submit an electronic copy of the proposal in Microsoft Word. The electronic copy shall be emailed to: sheraz.gill@valleyair.org or be provided to the District via an electronic media with the hard copy of the proposal.

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

10. Process

10.1. Addenda and Supplements to the RFP

The Study Agency may modify the proposal 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 the responder to make adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each responder.

10.2. Evaluation Criteria for Qualification for Respondents

Respondents will be rated on the following key factors:

1. Ability and expertise to perform requested services 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 field 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, considering extent of proposed actions and schedule expediency.

10.3. Proposal Evaluation and Contractor Selection Process

The Study Agency will evaluate all proposals to determine responsiveness to the RFP. District staff and members of the Technical Committees will evaluate all responses to the RFP received in accordance with the required deadline and instructions, will consult with representatives of the California Department of Food & Agriculture to ensure the requirements of their funding agreement for this project will be satisfied, and will recommend a contractor for selection by the Policy Committee. Failure to adhere to specifications in this RFP may be cause for rejection of the proposal. The Technical Committees, District, Policy Committee and Study Agency retain the right to reject all proposals 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 field programs and data evaluations;
7. Working relationships with government agencies.

During the selection process, the Study Agency may interview proponents 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 proponent with an acceptable proposal based on cost effectiveness and the criteria described in this section. The selection of proponent, final field study 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 not to award this contract if submitted proposals are not deemed acceptable to the Study Agency. All proponents will be notified of the 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 Study Agency Program Manager.

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 Field Study, certain consultants are precluded from participating in all or some of the post-planning contracts. This preclusion would apply to these consultants as either a prime contractor or a subcontractor. In most cases, whether a particular consultant is eligible to bid will depend on an analysis of all of the circumstances surrounding the consultant's earlier participation in the CCOS and the work that the consultant 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 bidder must be directed to the Study Agency attorney at the address provided below prior to the preparation of a proposal.

Mr. Philip Jay
San Joaquin Valleywide Air Pollution Study Agency Counsel
San Joaquin Valley Unified Air Pollution Control District

1990 East Gettysburg Avenue
Fresno, CA 93727

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, 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, 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 field study, 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 field study, the contractor shall provide the Study Agency all data developed through conduct of the field study that is in its possession. All data which is received, collected, produced, or developed from conduct of the field study 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 field study 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 bidder requires to be kept confidential will be rejected as nonresponsive. Reviewers of the proposal for contractor selection will include persons who are not bound by nondisclosure requirements and therefore any proposals specifying restriction of contents may not be considered.

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 _____

TABLE 2

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. Chemical Analyses (provide detailed breakdown by type of analysis on separate sheet)	\$ _____
8. 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:	\$ _____
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