

**REQUEST FOR PROPOSAL
for
DEVELOPMENT OF A CCOS ARCHIVE**

Prepared by the Staff of California Air Resources Board

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

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

Submittal: Proposals must be received at the address below on or before
Friday, September 23, 2011, 5:00 PM

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

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

Address Submissions to: John DaMassa, Branch Chief
Modeling and Meteorology Branch
Planning and Technical Support Division
1001 I Street, P.O. Box 2815
Sacramento, CA 95812

Mark Envelope: "PROPOSAL: Development of a CCOS archive"

RFP Issuance Date: August 30, 2011

Contact: Jeremy Avise, (916) 322-7063, javise@arb.ca.gov

TABLE OF CONTENTS

PROJECT ABSTRACT.....	3
1. BACKGROUND.....	3
2. PROJECT PURPOSE.....	4
3. PROJECT DESCRIPTION.....	4
3.1 OBJECTIVE	4
3.2 TASKS/SCOPE	4
3.3 WORK PRODUCTS/DELIVERABLES.....	5
3.4 UTILIZATION OF RESULTS	8
4. PROJECT SCHEDULE	8
5. BUDGET.....	9
6. REQUIRED QUALIFICATIONS.....	10
6.1 EXCLUDED PARTIES LIST SYSTEM (EPLS)	10
6.2 COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS	10
7. PROJECT DIRECTION	11
7.1. MANAGEMENT.....	11
7.2. SUBMITTAL OF RESULTS.....	11
8. CONTENTS OF PROPOSALS.....	12
9. SUBMISSION OF PROPOSAL.....	14
10. PROCESS.....	15
10.1. ADDENDA AND SUPPLEMENTS TO THE RFP.....	15
10.2. EVALUATION CRITERIA FOR QUALIFICATION FOR RESPONDENTS .. ERROR! BOOKMARK NOT DEFINED.	
10.3. PROPOSAL EVALUATION AND CONTRACTOR SELECTION PROCESS..... ERROR! BOOKMARK NOT DEFINED.	
10.4. CONTRACT NEGOTIATION AND APPROVAL	ERROR! BOOKMARK NOT DEFINED.
11. INSURANCE	16
12. DATA OWNERSHIP AND PUBLICATION	17
13. CONFIDENTIAL INFORMATION.....	17
ATTACHMENT A.....	18
ATTACHMENT B.....	19

**REQUEST FOR PROPOSAL
For the
DEVELOPMENT OF A CCOS DATA AND DOCUMENT ARCHIVE**

PROJECT ABSTRACT

The Central California Ozone Study Technical Committee of the San Joaquin Valleywide Air Pollution Study Agency (Study Agency) is issuing this Request for Proposal (RFP) requesting development of a comprehensive archive of all data and documents related to on-going and finalized Central California Ozone Study (CCOS) projects (by the completion of this project, all CCOS projects should be finalized). The archive must be self-contained, utilize open source software, and include all software necessary to access the data and reports, as well as be transferrable to DVD or other portable media to facilitate distribution of the data. The archive should also be easily updated with additional projects that may not be finalized at the time the archive is created. The maximum proposed budget for this project is up to \$60,000. This project must be completed by June 2012.

1. BACKGROUND

1.1 ABOUT THE STUDY AGENCY

The San Joaquin Valleywide Air Pollution Study Agency, a joint powers agency that coordinates scientific research on air quality issues in Central California, is the sponsor of this project. The Study Agency's decision-making body is a Governing Board consisting of one supervisor from each of the eight counties in the San Joaquin Valley. The mission of the Study Agency is guided by policy and technical committees of state, federal, and district air agency staff, and public- and private-sector stakeholders. Its projects are the core efforts of the Central California Air Quality Studies (CCAQS), and are typically carried out by contractors who are coordinated and managed by the staff of the California Air Resources Board (ARB) and San Joaquin Valley Air Pollution Control District (SJVAPCD). This project will be conducted by a contractor engaged by the Study Agency and guided by an appointed project manager who reports to the Study Agency and consults with its Technical Committee members.

Study Agency research includes ozone, particulate matter and related precursors. The California Regional PM10/PM2.5 Air Quality Study (CRPAQS) provides particulate and particulate precursor research. The CCOS was developed as a companion effort to evaluate ozone and ozone precursors. Projects conducted for these studies have included evaluation of monitoring technology, emissions evaluations, major field studies for data collection followed by database construction and data analysis, regional episodic and seasonal air quality modeling, and control measure evaluations. Research commissioned by the Study Agency has produced extensive, valuable information for attainment planning efforts, and daily forecasting of air quality and smoke management.

Current research focuses on completion efforts for both CCOS and CRPAQS including projects for conceptual synthesis, elucidation of results, and projects to fill remaining data or evaluation gaps.

1.2 PROJECT BACKGROUND

As part of CCOS, a database was developed for storing all related CCOS and supplemental data (<http://www.arb.ca.gov/airways/Datamaintenance/default.asp>). The database is currently maintained by Air Resources Board (ARB) staff and hosted on an ARB server. Documentation related to CCOS projects is currently found on two websites: one that is open to the public and is designed to disseminate the final findings of projects, and a second, which is password protected and designed to track on-going projects.

2. PROJECT PURPOSE

The purpose of this project is to create a clearly organized archive database of all data and reports related to CCOS projects for dissemination to interested persons. The archive database should be self-contained, including all software needed to access the data and reports, utilize open source software only, and be transferrable to DVD or other portable media.

1. 3. PROJECT DESCRIPTION

3.1 Objective

The contractor is expected to create a self-contained archive database of all data and reports related to CCOS projects. The database should utilize open source software only, be capable of posting on the web, be transferrable to DVD or other portable media, and be easily updated for adding additional projects, data, and reports as they become available.

Deliverables include the archive database, comprehensive documentation of the database (including how to access data and reports, as well as how to update the database), and potentially a short training course (<4 hours) for using, updating, and transferring the database.

The contractor will present updates to the CCOS Technical Committee at key milestones along the project's scope of work. Discussions will be held to ensure that tasks are adequately completed, to the extent feasible, before progressing to subsequent milestones.

3.2 Tasks/Scope

Task 1: Develop a list of projects and related data/reports that will be included in the archive database. The project list will include project title, Principle Investigators, and a

brief summary of the project findings. The project list will later be updated to contain the location within the archive where documents and data related to each project can be found. This task will be conducted in conjunction with Study Agency staff.

Task 2: Outline the proposed archive/database methodology (including structure of the database and all software to be used) and submit to the Study Agency Project Manager for review by the Technical Committee and authorization to proceed. Discuss and refine the approach through interaction with the Project Manager and TC.

Task 3: Develop the archive database. The database should be accessible via web and DVD archive.

Task 4: Deliver the archive database to the Project Manager for review and testing. Participate in the assessment and testing of the archive database and make necessary updates and improvements.

Task 5: Deliver final web and DVD based archive database to the Project Manager.

Task 6: Prepare a comprehensive final user guide describing how to access data within the archive database, as well as how to make updates to the database for CCOS projects that have yet to be finalized by the completion of the archive database. A short training course will be provided to Study Agency staff.

3.3 Work Products/Deliverables

Initial Conference Call: At the start of the contract period, the contractor will meet with the Study Agency Project Manager via telephone or in person to discuss the overall plan, details of performing the tasks, the project schedule, items related to personnel or changes in personnel, and any issues that should be resolved before work can begin. The Study Agency Project Manager may include key personnel of the Technical or Policy Committees in this discussion as needed.

Progress Reports: The contractor will provide brief, written progress reports to the Study Agency Project Manager every month and participate in conference calls to discuss the progress reports.

Progress reports shall include:

- Current status of work products and deliverables,
- Evidence or submittal of items deemed to be complete,
- A budget status summary indicating the percentage expended on major elements and explanation for any items that are not in conformance with the submitted project budget. Note: Provisions of Study Agency agreements allow some reallocation of funding resources during conduct of the project; however, exceeding the total budget is not authorized.

- A review of the project timeline and justification for any requested revisions to intermediate progress dates
- Action items for which the contractor desires direction or approval.

When requested by the Study Agency Project Manager, the contractor shall meet with the Study Agency Project Manager via telephone to discuss the overall plan, details of task progress, or concerns regarding compliance with required performance objectives or timelines. The Study Agency Project Manager will notify the contractor in advance of any special topics so contractor may assemble key staff or information to respond. The contractor shall involve in this discussion key project personnel or subcontractors necessary to provide details of task progress. The day before the conference call, the contractor shall email the Study Agency Project Manager the progress report and any presentation material necessary for the meeting that includes:

- Current status of work products and deliverables;
- Explanation for any delays in performance;
- Justification for any proposed revisions to project budget; and
- Action items for which the Contractor desires direction or approval.

The Study Agency may request other interim deliverables. Based on progress reports and preliminary results, the Study Agency may provide direction to contractor to delete or amend objectives and deliverables. Deletion of tasks or deliverables is fully within the authority of the Study Agency; however the contractor will be compensated for work already completed on curtailed tasks. The contractor and Program Manager must ensure that any amended deliverables are within the authorized budget for the project. Any extra effort directed by the Study Agency that does not fall within the original scope of work requires formal amendment to the agreement. If the Study Agency determines a need for additional tasks or services not included in the proposal, the contract may be amended by agreement of both parties to include additional tasks and related costs.

Electronic Report Submittal: The contractor shall provide reports to the Study Agency in a format specified by the Study Agency using Microsoft Office 2010 Professional software (Word, Excel or Access) and shall provide draft and the final archive database in formats agreed upon by the contractor and Study Agency Project Manager.

Reports: The contractor shall deliver an electronic copy for each of the following:

- List of projects and related data/reports that will be included in the archive database (Task 1),
- Outline of the proposed archive/database methodology (Task 2)
- Draft and Final archive database (Tasks 4/5)
- Comprehensive user guide (Task 6).
- If applicable, training course materials in written and/or electronic form.

The Study Agency requires that the technical writing of all final products be adequate to clearly explain the processes used to carry out the project. Multiple document revisions may be required if reports are not written to the satisfaction of the Study Agency.

Draft and Final Report: The contractor shall deliver an electronic copy of the draft and final Reports in MS Word to the Study Agency Project Manager for review by the Study Agency Committees. The Study Agency requires that the technical writing be adequate to clearly explain the processes used to carry out the project. Multiple document revisions may be required if reports are not written to the satisfaction of the Study Agency. The contractor is expected to comply with requests for supplemental documentation and clarification of discussion in the draft report. The report must be complete in providing documentation and results for all required objectives. The contractor will be expected to provide revisions in the final report within 15 days after receipt of the Study Agency Project Manager's comments.

Copies of 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 reproduction master copy of the report incorporating all final alterations, additions and appendices. The contractor shall also deliver an electronic copy of the final report produced in Microsoft Office 2010 Professional.

Invoices and Progress Reports: The contractor will be paid for each deliverable when the Study Agency deems that the invoice and deliverable satisfy the applicable requirements of the contract. Ten percent (10%) of each invoice payment will be withheld until all work is complete and approved by the Study Agency. The total of payments shall be separated into 3 invoices:

- Invoice One should reflect costs for Tasks 1 and 2 and be submitted when Task 3 begins.
- Invoice Two should reflect costs for Tasks 3 and 4 and be submitted with the archive database in Task 5.
- Invoice Three should reflect costs for Task 6 and be submitted with the final report for Task 6

The contractor shall submit invoices in triplicate. The invoices shall be included with the final reports. The invoices must list the contract number.

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

3.4 Utilization of Results

The archive database will be used to disseminate data and findings from projects conducted under CCOS. The Proposer should consider the intended end-use of the results and provide data and reports suitable for this purpose. The Proposer is not authorized to establish restrictions on the release or use of final products by the Study Agency.

4. PROJECT SCHEDULE

The Study Agency intends for the project to be completed according to the following schedule of deliverables (the Study Agency may agree to a different schedule which would be specified in the contract). Payments must correspond with the submission of final reports. Progress reports and conference calls are not included in Table 1.

Table 1: Project Schedule and Deliverables

Action/Work Product	Completion Date
Release of RFP	August 30, 2011
Deadline for Proposal	September 23, 2011
Contractor Selection	October 4, 2011
Contract Development	October 7, 2011
Contract Approval	October 20, 2011
Development of list of projects and data to be included in the archive	November 15, 2011
Deadline for Submittal of Proposed Methodology	November 30, 2011
Deadline for Final Methodology	December 31, 2011
Deadline for Draft Archive	February 15, 2012
Evaluation of Draft Archive	February 29, 2012
Deadline of Final Archive	March 31, 2012
Deadline for Draft Final Report	April 15, 2012
Deadline for Final Report	May 15, 2012
Report Presentation	May 31, 2012

5. BUDGET

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

The Study Agency's maximum budget for this project is \$60,000. The budgeted amount is available to the contractor for research, analysis, coordination, teleconferences, meetings, development and transmittal of computer code, computer time on systems used by the contractor for code development and preliminary testing, report writing, subcontractors, and all other authorized efforts undertaken by the contractor for this project.

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

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

Labor: List an hourly labor rate for each assigned principal and technical specialist. The rate quoted must include labor, general, administrative, and overhead costs. List the hours and cost expected for each team member for each task.

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

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

Miscellaneous Costs: If any.

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

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

6. REQUIRED QUALIFICATIONS

To be selected, a Proposer (including identified subcontractors) must have demonstrated extensive experience and expertise in the following areas:

- Knowledge in developing electronic libraries/archives;
- Computer science knowledge sufficient to accomplish requested tasks;
- Skill in performing the types of technical tasks required for this project;
- Excellent working relationships with government agencies; and
- Excellent technical writing skills.

To be selected, the proposal and client references must demonstrate that Proposer 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.

6.1 Excluded Parties List System (EPLS)

A Proposer or any individual identified in the proposal that appears in the Excluded Parties List System (EPLS) is not eligible for award of a contract. The EPLS is a federal 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 www.epls.gov.

The Proposer certifies by signing the signature page of the original copy of the submitted proposal and any amendment signature page(s) that the Proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Proposer should complete and return the attached certification regarding debarment, etc., i.e. Attachment A, with their bid. This document must be satisfactorily completed prior to award of the contract.

6.2 Compliance with Federal and State Requirements

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

California Government Code Section 1090 generally prohibits a public official from being financially interested in a contract which he or she has made or participated in an official capacity. Under certain circumstances, persons who perform work pursuant to a contract with a government agency may be subject to the restrictions of Government Code Section 1090. With respect to the CCOS, this means that based on participation

in the planning of the project, certain consultants are precluded from participating in all or some of the post-planning contracts. This preclusion would apply to a contractor as either a prime contractor or a subcontractor. In most cases, whether a particular contractor is eligible to bid will depend on an analysis of all of the circumstances surrounding the contractor's earlier participation in the CCOS and the work that that contractor now proposes to perform. Any response to this RFP which includes a paid participant who is ineligible based on Government Code Section 1090 will be rejected during the review of the proposals.

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

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

7. PROJECT DIRECTION

7.1. Management

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

7.2. Submittal of Results

All completed files or reports shall be released by the contractor to the 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 to the contractor through the Study Agency Project Manager. The contractor shall perform any additional work needed to address issues raised by this process for the items authorized by the Study Agency Project Manager unless such effort would exceed the authorized budget. Any extra effort directed by the Study Agency that does not fall within the authorized budget requires formal amendment to the agreement. If the Study Agency determines a need for additional tasks or services not included in the proposal, the contract may be amended by agreement of both parties to include additional tasks and associated costs.

8. CONTENTS OF PROPOSALS

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

Information in the proposals shall become public property subject to disclosure under the Public Records Act. Proposals should convey a maximum of technical content related to the relevant task with a minimum of extraneous material. Proposals should convey a high degree of technical understanding and innovation while demonstrating the ability to present complex scientific results to 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.

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

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

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

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

Work Program (Section II) - Include the approach to completing tasks identified in Section 3 of this RFP. Describe work activities or tasks to be performed including the sequence of activities and a description of methodology or techniques to be used. Proposer may include suggestions of any missing tasks to add for fulfillment of Section 3 objectives.

Program Schedule (Section III) - Provide projected milestones or benchmarks for major products/reports within the total time allowed. This proposed schedule may include flexibility in the timing of major products/reports. Include information on the availability

of the Proposer and proposed subcontractors during the proposed term. Indicate and explain or justify adjustments to the schedule anticipated by or proposed by respondent.

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

Assigned Personnel (Section V) - Identify the principals having primary responsibility for conducting the work. 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 project. 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 VI) - Describe any Study Agency or District services and staff resources needed to supplement contractor activities to achieve identified objectives.

Subcontractors (Section VII) - 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 project. Provide a list of their assigned staff, their qualifications, and their relationship to project management, schedule, costs and hourly rates.

Costs of Proposal (Section VIII) - Identify all costs associated with the execution of this RFP and any additional identified tasks. The proposed payment for each deliverable identified in Table 1 should be provided, as well as hourly billing rates and amount of time for each staff member that will be a part of this project. Any additional services that may be necessary to complete additional processing identified by the tasks, if authorized for completion by the Study Agency Project Manager, should be clearly stated and identified by an hourly billing rate. Also, attach a Proposal Budget Summary Table similar to Attachment B of this RFP, which includes task costs, overhead, travel, and other administrative costs. Proposals should include a budget that is sufficient to thoroughly address the goals of this project, and that is itemized by the tasks identified in the RFP. The District reserves the right to exclude tasks from the final work program.

Contractor Capability and Client References (Section IX) - Provide a summary of the firm's relevant background experience. Discuss the applicability of each experience to this RFP. Qualifications of the Proposer, including in-house staff and subcontractors, to complete the required tasks should be included in this section. Include a brief summary of related studies completed for other parties that are of a similar nature to the work requested by this RFP. (Report examples [see Section 11] can be provided in an attachment. Attached documents are not part of the 30-page limitation.). Also provide a list of client references, including the client manager's name, title/function, and phone number for the most relevant projects.

Conflict of Interest (Section X) - 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 proposed subcontractors. Specifically, Proposer must disclose any recent or current contracts with the Study Agency, business entities regulated by any of the participating air districts, and/or any environmental group or business interest group. The Study Agency will consider the nature and extent of such work in evaluating the proposal (see Section 10.0).

Previous Work Samples (Section XI) - Attach a copy of any work prepared similar to what is requested in this RFP. These items shall not be considered part of the 30-page limitation set for the proposal.

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

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

9. SUBMISSION OF PROPOSAL

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

- Due Date - Proposal must be received no later than 5:00 p.m. on September 23, 2011. Late proposals will not be accepted. Any correction or resubmission by the Proposer will not extend the submittal due date.
- Delivery Address - Proposal must be directed to and received at the address below and should be directed to:

John DaMassa, Branch Chief
Modeling and Meteorology Branch
Planning and Technical Support Division
1001 I Street, P.O. Box 2815
Sacramento, CA 95812

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

“PROPOSAL: Development of a CCOS archive”

- Electronic Copy (Compact Disc, read-only-memory) - The Proposer shall also submit an electronic copy of the proposal in Microsoft Word. The electronic copy shall be emailed to jdamaasa@arb.ca.gov

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

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

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

10. PROCESS

The following section describes the process the Study Agency will follow to select the contractor from among the responsive proposals. The Study Agency retains the right to reject all proposals received and conduct direct negotiations with a selected Proposer if all Proposals are considered to be substantially nonresponsive to key issues. The Study Agency also retains the right to omit specific tasks from the final work program during the development of the contract.

10.1. Addenda and Supplements to the RFP

The Study Agency may modify the RFP and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period. In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable adequate interpretation of the provisions of this RFP, or if it is necessary to extend the deadline for Proposals, a supplement to the RFP will be released and distributed in the same manner as the release of the RFP.

10.2. Evaluation Criteria for Qualification for Respondents

The Study Agency will evaluate all Proposals received by the deadline to determine responsiveness to the RFP, ensure the requirements for this project will be satisfied, and will then commend a contractor for approval by the Policy Committee. Failure to adhere to specifications in this RFP may be cause for rejection of the Proposal.

Proposals will be rated on the following key factors:

1. A demonstration of the Proposer's qualifications and ability to perform the services requested in the RFP. Proposals should include a brief statement of

qualifications of the proposed participants and a description of the duties they will perform, including specific discussions of (a) previous working relationships with government agencies, and (b) recent project experience. Extensive corporate experience is not as important as the qualifications of the principals who will be dedicated to the project. Greater detail may be incorporated by reference to a corporate website (preferred) or as a standard package.

2. Effectiveness of the proposed action to meet the goals of the RFP; thoroughness and appropriateness of the proposed work program; innovation in approach to work tasks.
3. Timeliness of the proposed schedule for the completion of tasks.
4. Efficiency and total cost of the Proposal.
5. Clarity and thoroughness of the Proposal; presentation, including good organization, formatting, and minimal grammatical errors.

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

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

10.3. Contract Negotiation and Approval

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

11. INSURANCE

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

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

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

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

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

12. DATA OWNERSHIP AND PUBLICATION

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

13. CONFIDENTIAL INFORMATION

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

ATTACHMENT 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 _____

ATTACHMENT B
Proposal Budget Summary

Direct Costs:

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

Indirect Costs:

8. Overhead (specify rate)* _____ % rate	\$ _____
9. General & Administrative Expenses (specify rate) * _____ % rate	\$ _____
10. Other Indirect Costs (describe on separate sheet)	\$ _____
11. Fee or Profit (specify rate) * _____ % rate	\$ _____
TOTAL INDIRECT COST:	\$ _____

TOTAL DIRECT AND INDIRECT COST: \$ _____

* Percentage of Total Direct and Indirect Costs