# 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.

Submittal: One hard copy and one electronic copy of each proposal must

be received at the address below on or before:

Thursday, October 18, 2012 – 5:00 P.M. PACIFIC DAYLIGHT TIME

Proposals received after the time and date

stated above will not be accepted.

Address to: Kevin M. Wing

Senior Air Quality Specialist

San Joaquin Valley Air Pollution Control District

1990 East Gettysburg Avenue

Fresno, CA 93726-0244

Issuance Date: September 11, 2012

RFP Number: TAP12-01





## Contents

1.0	Background							
2.0	Distric	District Contacts						
3.0	Timeline							
	3.1	Dates	4					
	3.2	RFP Workshop	4					
4.0	Award Information							
	4.1	Objective	5					
	4.2	Available Funding	6					
	4.3	Reporting Requirements	8					
	4.4	Project Period						
	4.5	Additional Requirements	8					
5.0	Proposal Evaluation							
	5.1	Relevance to Plans	9					
	5.2	Co-Benefits	10					
	5.3	Technology Cost-Effectiveness	10					
	5.4	Program Funding Required and Resource Leveraging	10					
	5.5	Building Capacity at Local Colleges and Universities						
	5.6	Project Readiness						
	5.7	Evaluation and Approval	11					
6.0	Confid	dential Information	11					
7.0	Response Submittal Requirements							
	7.1	Contents of Proposal	12					
	7.2	Proposal Submission	16					
Appe	ndix A:	Sample Grant Agreement	A-1					
		Required District Forms						

#### 1.0 Background

The San Joaquin Valley Air Pollution Control District (District) is issuing this Request for Proposals (RFP) to solicit applications for funding of projects that demonstrate innovative emissions reduction technologies. The applicants must possess and document the substantial expertise required to conduct a demonstration project with the proposed technology within the required time period. To be considered, proposals must be submitted in the required format and must comply with specified budget constraints.

The primary goal of this RFP is to advance the development and accelerate the deployment of innovative, clean-air technologies for near- and long-term emissions reductions. To address both ozone and fine particulate matter (PM2.5) concerns (the latter being driven primarily by  $NO_X$  emissions), this RFP places a particular emphasis on  $NO_X$  emissions reduction technologies. However, to enhance efficiency and expand potential funding opportunities, projects with cobenefits for reduction of other criteria pollutant emissions and greenhouse gases are encouraged.

The San Joaquin Valley's (Valley) air quality challenges are unmatched by any other region in the State. Despite major reductions in emissions and corresponding improvements in air quality, the Valley's topography, climate, and geography, combined with the presence of two major transportation corridors connecting northern and southern California, contribute to the region's difficulty in meeting federal health-based standards for particulate matter and ozone. The Valley's extreme non-attainment designation for ozone reflects the significance of these challenges. The District's 2007 Ozone Plan contains a "black box" that represents necessary reductions in emissions for which a control measure or technology has not yet been identified. Similarly, the 2012 PM2.5 Plan will identify additional requirements for emissions reductions beyond what is achievable through existing measures and technologies. The U.S. Environmental Protection Agency (EPA) is in the process of promulgating tougher ambient air quality standards to provide further protection for health; thus, requiring even more emissions reductions. To attain current and future federal air quality standards, the District will be relying on significant advancements in zero and low-emission technologies for mobile and stationary sources.

The District has been successful in developing the Technology Advancement Program, in part because of a funding collaboration with the EPA's Clean Air Technology Initiative.

#### 2.0 District Contacts

Technical questions regarding this RFP should be addressed to:

Technology Advancement Program Staff San Joaquin Valley Air Pollution Control District 1990 East Gettysburg Avenue Fresno, CA 93726-0244 (559) 230-5800, FAX (559) 230-6112 technology@valleyair.org

#### 3.0 Timeline

#### 3.1 Dates

September 11, 2012 Release of RFP

September 25, 2012 RFP Workshop (10:00 A.M.)

October 18, 2012 RFP Closes (No Later than 5:00 P.M.)

1<sup>st</sup> Quarter, 2013 Review and Selection of Approved Projects

Note: all times are in Pacific Daylight or Standard Time, as applicable.

#### 3.2 RFP Workshop

The District will host a workshop to address questions from potential applicants 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 at http://www.valleyair.org/TAP

The workshop will be held on **September 25, 2012**, at 10:00 A.M. to 11:30 A.M. Pacific Daylight Time

Please RSVP for this event by September 20, 2012 by email to **technology@valleyair.org.** Please include your name, title, office/agency, phone number, email address, and the location where you'll be attending.

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

#### Fresno

District Central Region Office 1990 E. Gettysburg Ave. Fresno, CA 93726 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 1<sup>st</sup> Floor Conference Room 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/TAP. 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 Martynowicz.Trina@epa.gov.

#### 4.0 Award Information

#### 4.1 Objective

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

To be selected for funding, project technology must be capable of being put into operation for the demonstration project within one year of execution of the grant agreement. Additional schedule requirements are defined in later sections of this RFP. Strong preference will be given to those proposals with projects in the Valley; however, the District will consider projects outside the Valley if such projects have a significant potential to reduce Valley emissions. For the purposes of this RFP, mobile technologies that operate at least 75% (operational miles and hours) within the Valley are considered as Valley projects. Additional consideration will be given to those proposals that identify Valley institutional partners (i.e. colleges or universities).

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

- I. Renewable Energy. Renewable energy projects will focus on overcoming the barriers that prevent the use or adoption of zero-emission renewable energy sources or reduce emissions from renewable energy systems to make them cleaner than comparable non-renewable alternatives.
- **II. Waste Solutions**. Waste solutions projects will focus on waste systems or technologies that 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.
- **III. Mobile Sources**. Mobile sources projects will demonstrate zero- or near-zero-emissions solutions to mobile source categories with emphasis on goods and people movement, off-road equipment, or agricultural equipment.

#### 4.2 Available Funding

The total funding available under this RFP is approximately \$4,000,000. The District anticipates awarding a total of eight to twelve grant agreements, subject to the availability of funds and the quality of proposals received.

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 selected applicant shall negotiate precise terms and conditions of the grant agreement.

In all cases, funding will be provided to selected applicants as reimbursement of goods and materials purchased or services provided by the project team that are consistent with the statement of work documented on the claim for payment. Grant awards will be enforced through legally binding agreements, and funding will be contingent upon completion of specific milestones and successful execution of the entire project. In no case shall advance payment be awarded to applicants or project teams prior to work being completed.

#### 4.2.2 Eligible Expenses

The District will only reimburse eligible expenses identified in the approved project proposal budget. The District's reimbursement process requires the submittal of documentation of eligible expenses incurred during the project period. Eligible expenses include the purchase of equipment and equipment-related consumables necessary to demonstrate the proposed technology; subcontracting and labor associated with the manufacture, installation, and testing of demonstration equipment; subcontracting of emissions testing; and subcontracting expenses to local universities and colleges. Ineligible expenses include subcontracting and labor related to engineering and design; administrative costs, such as facility costs, accounting, legal, insurance, and administrative labor; travel expenses; and permit costs. However, ineligible expenses should be included in the budget as in-kind or funding contributions to accurately represent the total project cost and count toward match funds.

#### 4.2.3 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.

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

Applicant will report progress and communicate on substantial issues during the duration of the project with a District project manager. 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 or designated District staff sufficient access during the project to perform oversight, 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, quantification of results, and identification of required reporting outputs. However, the applicant is responsible for all costs and efforts required to conduct 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 that 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 after 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, and commercialization potential must be submitted approximately two months after the scheduled completion of the demonstration period and by the date included in the statement of work. The applicant may be required to present the draft final report to applicable or interested agencies or groups as may be determined during contracting.

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

#### 4.4 Project Period

The project period for awards resulting from this solicitation will begin as appropriate subject to review of applications and selection of participants. Selected applicants must be prepared to execute grant agreements within 60 days of proposal selection. Projects should be operational no later than one 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 no later than three years after 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.

#### 4.5.2 Data Universal Numbering System Number

All program applicants must have and include in their proposal (see section 7.1.1) 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 requirement.

#### 5.0 Proposal Evaluation

Only those proposals that are complete, that were received by the submittal deadline, and that address the proposal requirements detailed in Section 7 of this RFP will qualify for evaluation. The District will not notify applicants that do not qualify. The District will evaluate qualifying proposals using the following six criteria and weighting structure:

Criterion	Percent of Total Score
5.1 Relevance to Plans	35%
5.2 Co-benefits	15%
5.3 Technology Cost-Effectiveness	15%
5.4 Program Funding Required and Resource Leveraging	15%
5.5 Building Capacity at Local Colleges and Universities	10%
5.6 Project Readiness	10%

#### 5.1 Relevance to Plans

Evaluation in this category will be based on the needs addressed in the District's ozone and particulate matter attainment plans. Particular emphasis will be placed on  $NO_X$  and directly emitted PM2.5 from significant Valley sources or sources for which there is the expectation of future growth. A project's applicability to the program's technology focus areas (per Section 4.1 of this RFP) will be evaluated in this category.

Demonstration technologies may not have well-established emissions information; however, the quality of support materiel provided to substantiate

emissions reduction estimates will be considered during the review process. Emissions reduction estimates provided, and summarized on the *Emissions Reduction Summary Sheet* (see Section 7.1.8) will be reviewed and may be modified by District staff. The District will use accepted engineering principles, methodologies, and emissions factors. Only emissions reductions that are surplus, or in excess of what are required by regulation, will be considered when evaluating proposals. If submitted reductions estimates require staff adjustment, the reductions quantified by the District will be used in all evaluation and funding decisions.

#### 5.2 Co-Benefits

Criteria pollutant emissions reductions relevant to the District's attainment plans are of primary importance; however, in addition, the District will evaluate benefits beyond reductions in ozone and PM2.5 precursors. These benefits may include reductions in air toxics emissions, and other environmental benefits, especially when such benefits occur in dense population areas or sensitive population groups and benefit public health. Co-benefits may also include reductions in greenhouse gases. While co-benefit reductions are not required, projects that provide co-benefits will score higher. Projects that increase any of these emissions may result in a negative score in this category.

#### 5.3 Technology Cost-Effectiveness

The District will evaluate qualifying proposals based on the expected, fully deployed technology cost-effectiveness. The dollars per ton of emissions reduced should include annualized capital costs and ongoing operating costs of the proposed technology. The methods for estimating future costs shall be clearly identified in the proposal or the accompanying attachments. Poorly supported estimates will reduce the score in this category. Evaluation of a technology's cost-effectiveness will also include general adoptability and benefits to potential end-users. A technology may be cost-effective from an emissions reductions perspective, but if a business case encouraging adoption by end users is not clearly presented, those emissions reductions may never be realized.

#### 5.4 Program Funding Required and Resource Leveraging

The District will evaluate qualifying proposals based on the monetary and in-kind contributions from applicants and any third-party partners identified in the proposal. The District will consider the amount of funding requested, including the percentage of the total project cost that that amount represents, and the commitment from third-party funding sources.

The proposal budget shall clearly identify the specific costs that will be covered by the Technology Advancement Program funding. Such specificity shall also be

identified for any other sources of funding, i.e. what budget items are being paid for by the applicant or a third party. Project selection may be contingent on the verification of unsecured funding sources, which may include other grants applied for, but not secured, or anticipated future investments.

#### 5.5 Building Capacity at Local Colleges and Universities

The District will evaluate qualifying proposals based on the involvement of Valley colleges and universities. Proposals including such partnerships should clearly identify the role of the institution in the Project Organization section of the proposal (Section 7.1.6). The portion of the Project Budget (Section 7.1.5) that will be provided or used by a local institution will be considered in the scoring criterion, with higher scores being given to proposals in which funding is used to purchase durable goods, as opposed to covering labor costs.

#### 5.6 Project Readiness

The District will evaluate qualifying proposals based on the identification of project partners and the availability of resources. Supporting documentation (included as attachments to the proposal, see Section 7.1.0) shall show commitments from project partners for match funds or in-kind contributions and availability of applicant match funds.

#### 5.7 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 a Governing Board meeting in the first quarter of 2013.

#### 6.0 Confidential Information

Proposals containing trade secret or confidential information must be received with a request for confidential treatment of information. District Rule 1030 (Confidential Information) governs the treatment of such 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.

#### 7.0 Response Submittal Requirements

#### 7.1 Contents of Proposal

Proposals must follow the format outlined below and all requested information must be supplied. Failure to submit all requested information may result in the applicant being deemed unresponsive and the proposal being deemed disqualified from consideration. Proposals shall be limited to 16 pages, single-sided, or 8 pages, double-sided, with 1" margins. Proposals shall be printed on white paper with Arial or Calibri font no smaller than 12 point and in black ink. The page limit only applies to the body of the proposal as defined in sections 7.1.2 through 7.1.9 and does not include attachments as described in section 7.1.10 of this RFP. Failure to submit proposals in the required format may result in elimination from proposal consideration and 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 re-issuance 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.

#### 7.1.1 Required District Forms

Proposals must include the following District forms with all required information to be considered a complete application:

- Application Cover Sheet (includes DUNS number)
- Budget Summary Sheet (see Section 7.1.5 for instructions)
- Emissions Reduction Summary Sheet (see Section 7.1.8 for instructions)

These fillable PDF forms are included as Appendix B to this RFP. The *Application Cover Sheet* requires a "wet" signature in blue ink. Once this form is completed and printed, it must be signed by the applicable signing authority (original is sent with hard copy) and copied as a PDF, which is then included in the electronic PDF files as is required for final submission.

#### 7.1.2 Table of Contents

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

#### 7.1.3 Executive Summary Page (Label as Section 1)

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

- A brief statement describing the project, overall approach, and specific objective(s)
- 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 start and end dates

#### 7.1.4 Project Proposal (Label as Section 2)

This section should contain a detailed project summary that includes the following:

- 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.
  - An operational period covering the technology demonstration and emissions testing and verification
- Detailed listing of all permits and their status, as 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

#### 7.1.5 Project Budget (Label as Section 3)

This section should contain a detailed project budget that includes the following:

- Description of the total project costs
- Requested funding to be provided by District, including a clear explanation of how the funding will be used by task
- Source and amount of funding for remainder of project, including documentation of third-party funding, if any, as attachments
- Separate breakdown of funding to be used or provided by an educational institution
- A description of all resources leveraged by the project, including equipment, land used, and other in-kind contributions
- A list of the total number of hours and hourly billing rate for each level of staff, including a breakdown of the direct labor rate, overhead rate and

- amount, and fringe benefit rate and amount, to justify the proposed labor hours and labor mix
- Documentation committing third-party resources should be provided as attachments

This information should be summarized in the *Budget Summary Sheet*, which is required for a proposal to be considered a complete application. The *Budget Summary Sheet* should represent a summary and combination of the Project Proposal (Section 7.1.4) AND Project Budget and identify funding requirements by task.

#### 7.1.6 Project Organization (Label as Section 4)

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

#### 7.1.7 Assigned Personnel (Label as Section 5)

Identify the person(s) having primary responsibility (principals) 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 or lead personnel will not be permitted without prior written approval of the District.

#### 7.1.8 Air Quality Benefit Analysis (Label as Section 6)

This section should contain a detailed analysis of the proposed technology's emissions reduction potential. This analysis should contain all calculations and conversions necessary to complete the *Emissions Reduction Summary Sheet* (Appendix B). The detailed analysis should include the following:

- Emission reduction calculations should focus on oxides of nitrogen (NO<sub>X</sub>), reactive organic gasses (ROG), and particulate matter (PM<sub>2.5</sub>).
- Greenhouse gas calculations should be included, even if the project results in a greenhouse gas dis-benefit.
- Identify and quantify any presence of and reduction in air toxics emissions relevant to the project.
- Identify tasks and deliverables from Project Proposal per Section 7.1.4 that will verify the air quality benefit analysis presented in this section.

#### Use the following instructions to complete the *Emissions Reduction Summary Sheet*:

#### **SECTION 1**

This information should match the information provided on the *Application Cover Sheet*.

#### **SECTION 2**

This section should contain emissions information from the technology's primary activity use. Information should be provided for each type of pollutant (NO<sub>X</sub>, ROG/VOC, PM $_{2.5}$ , CO $_2$ e).

Annual Primary Use. This field should indicate how much activity or use a typical piece of equipment (to be replaced or improved by the proposed technology) will get over a typical year. For example, a typical passenger vehicle may operate 15,000 miles per year. Ensure that the activity level is representative of what the proposed replacement or improved technology will allow. Appropriate units for this field include, but are not limited to, miles traveled, hours operated, gallons of fuel consumed, MWh produced.

#### **Unadjusted Emission Rate of Baseline**

**Technology.** This field should contain the average emission rate for the equipment or technology before applying any project improvements. The rate should be consistent with existing standards, such as modern vehicle emission standards or BACT levels. Include appropriate units consistent with the Annual Primary Use field using a mass-per-unit-of-use convention, e.g. pounds of NOx per gallon of gas (lb/gal). Conversions from emission rates not in these units should be detailed in the Air Quality Benefit Analysis section of the proposal (e.g. conversion from ppm to lbs/MWh).

Unadjusted Annual Emissions of Baseline Technology. This number should represent the typical annual emissions of equipment capable of being replaced or improved by the proposed technology (Annual Primary Use multiplied by Unadjusted Emission Rate of Baseline Technology converted to pounds per year).

Improved Emission Rate with Advanced Technology. This field should contain the average emission rate for equipment replaced or improved by the proposed technology expressed in units matching the Unadjusted Emission Rate of Baseline Technology. Derivation of this emission rate should be included in the Air Quality Benefit Analysis section of the proposal. Additional supporting documentation may be included as an attachment to the proposal.

Improved Annual Emissions with Advanced Technology. This field should be the Annual Primary Use multiplied by the Improved Emission Rate with Advanced Technology converted to pounds per year. This number should represent the typical annual emissions of equipment replaced or improved by the proposed technology.

Annual Emissions Reduced by Advanced Technology. This field should be the Improved Annual Emissions with Advanced Technology subtracted from the Unadjusted Annual Emissions of Baseline Technology. A positive number represents an improvement in emissions as a result of the proposed technology. A negative number (which is possible for some pollutants) will represent an increase in emissions as a result of the proposed technology.

#### **SECTION 3**

This section is optional, as it may not be applicable to every project. Complete this section using the instructions for Section 2, replacing the Annual Primary Use with **Annual Secondary Use**. Examples of a secondary use include equipment startups, hours idling, etc.

#### **SECTION 4**

This section should contain totals of the **Annual Emissions Reduced by Advanced Technology** fields from Sections 3 and 4 expressed as pounds of emissions per year (lb/yr).

#### **SECTION 5**

This section should express the incremental cost of using the proposed replaced or improved technology compared to currently available technology.

Capital Cost. This field should contain the expected cost of purchasing the proposed technology over and above the cost of purchasing existing technologies used for the same purpose. Use the expected cost of the technology once commercialized, and detail the cost estimate assumptions in the Air Quality Benefit Analysis section of the proposal.

**Technology Life.** This field should contain the expected life of the equipment or technology.

**Capital Recovery Factor.** Use a capital recovery factor to annualize the true cost of the initial capital investment over the life of the equipment or technology.

Capital Recovery Factor (CRF) =  $\frac{(1+i)^n * (i)}{(1+i)^n - 1}$ Where: i = interest rate (use 2%) n = technology life in years

CRF for select n values							
Technology Life	Capital Recovery Factor						
1	1.020						
3	0.347						
5	0.212						
10	0.111						
15	0.078						
20	0.061						
Use formula above for CRFs not listed							

**Annualized Capital Cost.** Multiply the Capital Cost by the Capital Recovery Factor to determine the annualized capital cost.

**Annual Expenses.** Identify annual expenses for using the replaced or improved technology over and above what would be used for the baseline

technology. This value may be negative, if, for example, the new technology avoids the use of 20 gallons of gas per year.

**Total Annual Cost.** This field should contain the sum of the Annualized Capital Cost and Annual Expenses fields. If the proposed technology results in an overall annual cost savings, this number will be negative.

#### **SECTION 6**

This section contains the cost effectiveness of the proposed technology based on data in the previous sections.

 $NO_X$  only Cost Effectiveness. Divide the Total Annual Cost from Section 5 by the  $NO_X$  annual emissions reductions from Section 4.

**NO**<sub>X</sub>+**ROG**+**PM**<sub>2.5</sub> **Cost Effectiveness.** Divide the Total Annual Cost from Section 5 by the Combined NO<sub>X</sub>+ROG+PM<sub>2.5</sub> annual emissions reductions from Section 4.

**CO<sub>2</sub>e Cost Effectiveness.** Divide the Total Annual Cost from Section 5 by the CO<sub>2</sub>e annual emissions reductions from Section 4.

#### 7.1.9 Capability and References (Label as Section 7)

Provide a summary of the company's relevant background experience relative to the proposed project. 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.

#### 7.1.10 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.

#### 7.2 Proposal Submission

All proposals must be submitted according to the specifications set forth in section 7.1—Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

#### 7.2.1 Signature

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

#### 7.2.2 Due Date

Proposals, both hard-copy and electronic versions (CD-ROM, DVD, or e-mail) must be received at the addresses below (postmarks are not accepted), no later than 5:00PM Pacific Daylight Time on October 18, 2012, and shall be directed to:

Hard-copy version: Kevin M. Wing

Senior Air Quality Specialist

San Joaquin Valley Air Pollution Control District

1990 E. Gettysburg Ave. Fresno, CA 93726-0244

Electronic version: Technology@valleyair.org

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

#### 7.2.3 Proposal Format

All applicants shall submit one complete hard copy of the proposal.

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

If submitting a proposal using multiple PDF files, one shall contain the body of the proposal as defined in sections 7.1.1 through 7.1.9, the second file may contain those portions of section 7.1.10 that are not designated as confidential per section 6.0 (Confidential Information), and the third file may contain all material designated as confidential.

The portion of the electronic copy containing sections 7.1.1 through 7.1.9 must be in a searchable format. The electronic copy shall be emailed to: **technology@valleyair.org** or enclosed with the original hardcopy on a CD-ROM or DVD. Any other arrangements for delivery of electronic files must be made in advance and approved by the District.

#### 7.2.4 Addenda

The District may modify the request for proposal or issue supplementary information or guidelines relating to the RFP at any time. If the District modifies

the RFP, the modification will be posted on the District website. Applicants whose proposals are received prior to a modification will be notified of the modification and will be allowed to submit a new proposal. However, if a new proposal is submitted, it 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.

#### 7.2.5 Grounds for Rejection

A proposal may be immediately rejected if it is

- Received any time after the due date and time set for receipt of proposals,
- 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.

#### 7.2.6 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 such time they are considered public information. This excludes attachments protected as confidential information pursuant to section 6.0.

#### 7.2.7 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 months following the last day to accept proposals.

Request for Proposals Technology Advancement Program Demonstration Projects September 2012

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

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

Request for Proposals Technology Advancement Program Demonstration Projects September 2012

This page is intentionally blank.

### 3

## 4 5

## 6

## 7 8

(Contractor).

#### 9

## 10 11

## 12

#### 13

#### 14

## 15

## 16

## 17 18

## 19

## 20

21

## 22

## 23

# 2425

## 26

## 27

28

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

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 (District), a unified air pollution control district formed pursuant to

California Health and Safety Code section 40150 et seq., and «CONTRACTOR NAME»

WITNESSETH:

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

WHEREAS, on September 10, 2012, the District issued Request for Proposal TAP12-01 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, on October 16, 2008, the District's Governing Board adopted Rule 4320 (Advanced Emission Reduction Options For Boilers, Steam Generators, And Process Heaters Greater Than 5.0 MMBtu/hr); and

**WHEREAS**, Rule 4320 provides an option allowing payment of an emissions fee rather than installation of additional NO<sub>X</sub> controls; and

WHEREAS, Fees collected under Rule 4320 are to be used by the District to fund projects which could achieve cost effective emission reductions; and

SJVUAPCD 1990 East Gettysburg Fresno, CA 559) 230-6000 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. PROJECT

Through this cooperative agreement the District will fund the demonstration of <a href="mailto:wtechnology description">wtechnology description</a> and verify emissions benefits on <a href="mailto:wtechnology">wtechnology description</a> and verify emissions benefits on <a href="mailto:wtechnology">wtechnology description</a>. This work is to be implemented at <a href="wtechnology">wtechnology</a> in the San Joaquin Valley.

Contractor shall design, develop, and integrate <a href="TECHNOLOGY"> TECHNOLOGY</a> system as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A, the project proposal submitted as a response to the Technology Advancement Program request for proposals number TAP12-01 attached hereto and incorporated herein as Exhibit B, and the District's EPA Award Agreement <a href="GRANT AGREEMENT"> GRANT AGREEMENT</a> NUMBER, which is attached hereto and incorporated herein as Exhibit C. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete per schedule, in a professional manner, the services described herein. Contractor represents that Contractor has the expertise necessary to adequately perform the project specified in Exhibit A, Exhibit B, and Exhibit C.

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

1. The text of this Agreement

SJVUAPCD 1990 East Gettysburg Fresno, CA 

59) 230-6000

2. Exhibit A to this Agreement

3. Exhibit B to this Agreement

4. Exhibit C to this Agreement

#### 2. FLOW-DOWN PROVISIONS

Contractor shall comply with the requirements of all lower-tier subcontracts entered into under EPA funding agreements as stated in District's agreement with EPA including, but not limited, to Administrative Conditions identified in Exhibit C, to the extent such requirements have been disclosed to Contractor in writing prior to the effective date set forth in the first paragraph of this Agreement.

#### 3. PERIOD OF PERFORMANCE/TIMETABLE

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

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

#### 4. COMPENSATION

The total obligation of District under this Agreement shall not exceed 

«PROJECT FUNDING AMOUNT».

Contractor shall obtain, through other sources, sufficient additional monies to fund the total cost of the project as outlined in Exhibit B. Satisfactory written evidence of such funding commitments shall be provided to District prior to the release by District of any funds under this Agreement. In the event funding from other sources for the total cost of the project as outlined in Exhibit B is not received by Contractor, District reserves the right to terminate or re-negotiate this Agreement. In the event of termination or re-negotiation, if requested by District, Contractor shall return any

SJVUAPCD 1990 East Gettysburg Fresno, CA (559) 230-6000 District funds disbursed, but only to the extent that funds have not been earned by services rendered.

#### A. Payments

Advance payments shall not be permitted. Payments shall be permitted only at such time that equivalent services have been satisfactorily rendered. District shall reimburse Contractor after receipt and verification of a properly supported District Claim for Payment Form and, if necessary, inspection by District staff. Claims and all supporting documentation shall be submitted to the District's Strategies and Incentives Program.

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

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

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

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

///

28
SJVUAPCD
1990 East

1990 East Gettysburg Fresno, CA 559) 230-6000

#### B. Surplus Funds

Any compensation not expended by Contractor pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to District. Only expenditures incurred by Contractor in the direct performance of this Agreement will be reimbursed by District. Allowable expenditures under this Agreement are specifically established and included in Exhibit A attached hereto and incorporated herein.

#### C. Closeout Period

Contractor shall submit all final claims within sixty (60) days following the final month of activities for which payment is claimed or no later than "DEADLINE", whichever is sooner. No action will be taken by District on claims submitted beyond the 60-day closeout period.

#### 5. NON-ALLOCATION OF FUNDS

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

#### 6. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of District. Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions

3 4

5 6

7

8 9

10

11

12 13

15

14

16

17

18 19

20

21

22 23

24

26

25

27

28

SJVUAPCD

1990 Fast esno. CA 93726 59) 230-6000 thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

#### 7. TERMINATION

#### Α. **Breach of Agreement**

District may immediately suspend or terminate this Agreement in whole or in part where, in the determination of District, there is

An illegal or improper use of funds;

- A failure to comply with any term of this Agreement by Contractor:
- 2. A substantially incorrect or incomplete report submitted to District by Contractor; or
  - 3. An improperly performed service.

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default that may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to District with respect to the breach or default. District shall have the right to demand of Contractor the repayment to District of any funds disbursed to Contractor under this Agreement that, in the reasonable judgment of District, were not expended in

28

SJVUAPCD

1990 Fast

accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand.

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

#### B. Without Cause

Either party may terminate this Agreement at any time by giving the other party written notice at least thirty (30) days prior to termination. In such case, Contractor shall, subject to paragraph 4, be paid the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all work produced by Contractor shall be promptly delivered to District.

#### 8. USE OF FUNDS RESTRICTION

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

#### 9. AUDITS AND INSPECTIONS

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

Contractor shall be subject to an audit by District or its authorized representative to determine if the revenues received by Contractor were spent for the reduction of pollution and to determine whether said funds were utilized as provided by

59) 230-6000

SJVUAPCD 1990 East Gettysburg Fresno, CA 559) 230-6000 law and this Agreement. If, after audit, District makes a determination that funds provided to Contractor pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Contractor agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

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

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

#### 10. FALSE CLAIM

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

#### 11. CONFLICT OF INTEREST

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

Agreement and any officer, agent, or employee of District.

2

## **12. GOVERNING LAW**

3 4

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

5

#### County, California.

6

#### 13. COMPLIANCE WITH LAWS

7 8

Contractor shall comply with all federal and state laws, statutes, regulations, rules, and guidelines that apply to its performance under this Agreement,

9

## including California driving eligibility and financial liability laws.

10

#### **14. MODIFICATION**

11

12

Any matters of this Agreement may be modified from time to time by the

written consent of all the parties without affecting the remainder.

## 13

#### 15. NON-ASSIGNMENT

16. INDEMNIFICATION

14

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of

request, defend District, its boards, committees, representatives, officers, agents, and

employees from and against any and all costs and expenses (including reasonable

attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in

contract, tort, or strict liability, including, but not limited to, personal injury, death, and

property damage) occurring or resulting to District that arises from any negligent or

wrongful acts or omissions of Contractor, its officers, agents, subcontractors, or

Contractor agrees to indemnify, save, hold harmless, and at District's

15 16

the other party, which shall not be unreasonably withheld or delayed.

employees in their performance of this Agreement.

## 17

18 19

20

21

22

23

24

25

#### 26

27

28

17. INSURANCE

Α. Without limiting District's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain, in full

SJVUAPCD 1990 Fast esno. CA 93726 59) 230-6000 force and effect, the following insurance policies throughout the term of this Agreement:

- 1. Commercial general liability insurance with minimum limits of coverage in the amount of one million dollars (\$1,000,000) per occurrence;
- Commercial automobile liability insurance which covers bodily injury and property damage with a combined single limit with minimum limits of coverage in the amount of one million dollars (\$1,000,000) per occurrence;
- 3. Workers' compensation insurance in accordance with California law.
- **B.** This insurance shall not be canceled or changed without providing the District written notice at least thirty (30) days prior to such cancelation or change taking effect.
- C. Prior to the commencement of performing its obligations under this Agreement, Contractor shall provide certifications of insurance on the foregoing policy, as required herein, to District, stating that such insurance coverages have been obtained and are in full force, that the District, its officers, agents, and employees will not be responsible for any premiums on the policy. This insurance shall not be canceled or changed without written notice given to the District at least thirty (30) days prior to such cancelation or change taking effect.
- **D.** In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, District may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.
- **E.** If Contractor is a government entity, then it may self-insure those risks identified in paragraph 17.A of this Agreement, provided, however, that:
- Such self-insurance plans shall be reasonably satisfactory to District; and
- All those provisions identified in paragraphs 17.B through
   of this Agreement concerning the relationship of Contractor's primary and

5

6

7

18. NOTICES

plans.

certificate of

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

District's excess insurance to each other, the requirement of Contractor delivering a

cancellation/change of insurance requirements shall apply to such self-insurance

insurance or other suitable evidence to

8

9

CONTRACTOR

«CONTRACTOR SIGNING AUTHORITY NAME»
«TITLE»

«COMPANY»

10 «COMPANY» «ADDRESS»

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

«CITY», «STATE» «ZIP-CODE»

DISTRICT

Seyed Sadredin

Executive Director/APCO
San Joaquin Valley Unified APCD

District.

and the

1990 East Gettysburg Avenue

Fresno, CA 93726

Any and all notices between District and Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

#### 19. BINDING ON SUCCESSORS

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

#### 20. TIME IS OF THE ESSENCE

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

#### 21. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is

28
SJVUAPCD
1990 East
Gettysburg
Fresno, CA
93726
559) 230-6000

4

5

6

7

8

9

10

11

12

13

14

1

## 22. SEVERABILITY

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

understood that Contractor's services and activities under this Agreement are being

rendered only for the benefit of District, and no other person, firm, corporation, or entity

shall be deemed an intended third-party beneficiary of this Agreement.

#### 23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Contractor and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

15

16 || ///

///

17 || ///

18 | | | | |

19 || ///

20 || ///

21 || ///

22 || ///

23 || ///

24 || ||

25 || ///

26 | ///

27 || *|| ||* 

///

28

SJVUAPCD 1990 East Gettysburg Fresno, CA 93726 559) 230-6000

1	IN WITNESS WHEREOF, the parties h	nereto have caused this Agreement to be
2	executed as of the day and year first herei	nabove written.
3		
4	Contractor «COMPANY»	DISTRICT San Joaquin Valley Unified Air Pollution Control District
5		
6	«CONTRACTOR SIGNING AUTHORITY NAME» «TITLE»	
7 8		William O'Brien Governing Board Chair
9		Recommended for approval: San Joaquin Valley Unified Air Pollution
10		Control District
11		
12		Seyed Sadredin
13		Executive Director/APCO
14		Approved as to legal form:
15		San Joaquin Valley Unified Air Pollution Control District
16		
17		Catherine Redmond
18		District Counsel
19		Approved as to accounting form:
20		San Joaquin Valley Unified Air Pollution Control District
21		Control District
22		Cindi Hamm, C.P.A.
23		Director of Administrative Services
24		
25		For accounting use only:
26		Program:
27		Accounting No.:
28		

SJVUAPCD 1990 East Gettysburg Fresno, CA 93726 (559) 230-6000

# 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 <a href="#">«PROJECT PARTNERS»</a> to develop and demonstrate <a href="#">«TECHNOLOGY»</a> for <a href="#">«SOURCE CATEGORY»</a> in the San Joaquin Valley. Contractor will complete the design, fabrication, integration, testing, and real-world use of <a href="#">«TECHNOLOGY»</a> on <a href="#">«DEMONSTRATION EQUIPMENT»</a>. The equipment will be placed into service in <a href="#">«LOCATION»</a>.

The Contractor shall perform the following tasks:

#### Task 1—«TASK1 DESCRIPTION»

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

DELIVERABLES: «DELIVERABLES»

#### Task 2—«TASK2 DESCRIPTION»

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

**DELIVERABLES: «DELIVERABLES»** 

«ADDITIONAL TASKS AS PER PROPOSAL»

#### **Deliverables**

In addition to any deliverables identified in the statement of work, under this contract Contractor shall submit quarterly reports, a draft final report, and a final report to the District. Each report shall be stapled, unbound, printed in black ink, and printed double-sided on 8.5-by 11-inch paper. Additionally each report shall be submitted electronically in a standard document format, either portable document format (PDF) or Microsoft Word, version 2007 or later.

- 1. Quarterly progress or status reports are 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, along with 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. Costs-to-date status with respect to budget and tasks completed to date, including description of any major overruns
- 2. A draft final report for review, comment, and approval shall be submitted not later than "DUE DATE". Once submitted, this document shall be considered part of 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 District Rule 1030 relating to confidential information. If determined appropriate, Contractor shall also provide a presentation of the draft final report to "GROUP OR AGENCY" during "APPROPRIATE MEETING" after draft final report submittal. 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 as a summary displaying actual cost versus budgeted costs by task
- h. A discussion of significant problems, if any, encountered during the contract and how they were resolved
- 3. Contractor shall submit the final report, incorporating District comments, to District no later than **\*\*OUE DATE\*\***. Once submitted, this document shall be considered part of 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 District 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 electronically using portable document format (PDF) or Microsoft Word, version 2007 or later.



#### **Time Schedule**

Task No.	Description of Task	Estimated Completion Date		
1	«TASK1 DESCRIPTION»	«DATE»		
	Quarterly Report #1	«DATE»		
2	«TASK2 DESCRIPTION»	«DATE»		
3	«TASK3 DESCRIPTION»	«DATE»		
4	«TASK4 DESCRIPTION»	«DATE»		
	Quarterly Report #2	«DATE»		
		«DATE»		
	Draft Final Report	«DATE»		
	Final Report	«DATE»		
7	Project Closure	«DATE»		



#### **Payment Schedule**

The total project budget is <a href="MANOUNT">«AMOUNT»</a>. The District will fund the demonstration of an <a href="MANOUNGY DESCRIPTION">«TECHNOLOGY DESCRIPTION» for <a href="MANOUNCE CATEGORY">«SOURCE CATEGORY» and verify emissions benefits in application <a href="MANOUNT">«DEMONSTRATION EQUIPMENT»</a> in an amount not to exceed <a href="MANOUNT">«AMOUNT»</a>. Payments will only be made for the completion of tasks as identified in the statement of work.

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 **CDATE**.

Description of Task	Estimated Amount	Estimated Date		
Task 2—«TASK 2 DESCRIPTION»	«AMOUNT»	«DATE»		
Task 4—«TASK 4 DESCRIPTION»	«AMOUNT»	«DATE»		
Task 5—«TASK 5 DESCRIPTION»	«AMOUNT»	«DATE»		
Task 7—«TASK 7 DESCRIPTION»	«AMOUNT»	«DATE»		



Request for Proposals Technology Advancement Program Demonstration Projects September 2012

# **Appendix B: Required District Forms**

- Application Cover Sheet
   Budget Summary Sheet
- 3. Emissions Reduction Summary Sheet

Request for Proposals Technology Advancement Program Demonstration Projects September 2012

This page is intentionally blank



Technology Advancement Program RFP: TAP12-01

# Application Cover Sheet

This is a fillable PDF form. All information is required to be considered a complete application. Once complete, please print and sign with **BLUE INK ONLY**.

Section 1 – Project Inform	mation		please print and sign with BLUE INK ONLY.			
Project title						
Total project cost		Total funding requested				
Section 2 – Applicant Info	ormation					
	Organization	n Information				
Organization, company, or proprietor's nai	me (as it appears on Form W-9)		DUNS number			
Address						
City		State Zip code				
Mailing address, <u>if</u> different from above						
City		State	Zip code			
	Primary Conta	ct Information	on			
First name	Last name		Contact title			
Primary phone number	Fax number		Alternate contact number			
E-mail						
	Signing Author	ity Informati	on			
First name	Last name		Title			
Phone number	E-mail					
Section 3 – Certification						
knowledge. I also certify that I h		al and supportir	nents are true and correct to the best of ng documentation, including the sample			
Printed name of signing authority			Title			
Signature of signing authority (BLUE II	NK ONLY)	Date				







## Technology Advancement Program RFP: TAP12-01

# Budget Summary Sheet

This is a fillable PDF form. Information in all sections is required to be considered a complete application. This information should summarize the detailed Project Proposal (RFP Section 7.1.4) and Project Budget (RFP Section 7.1.5) submitted with the application.

Section 1 – Project Information								
Organization, company, or proprietor's name								
Projec	t title							
Total	project cost		Total funding	g requested				
Sect	tion 2 – Project Partners and Third-Party Funding	Sourc	ces					
List al	l identified project partners and third-party funding sources, including pr	imary		Anticipated Co	ontribution Type (inc	clude all that	apply)	
	cant and other grants or incentives, but excluding potential District grant additional identified funding sources as attachment to this form)	funding.	Applicant Funds		In-kind service:	S	Other (list type)	
1.	,							
2.								
3.								
4.								
Sect	tion 3 – Project Costs by Task							
List all	project tasks and associated costs for each task. Identify funding sources the				ill require an invoice or	proof of payme	ent, e.g. equipment,	
	raw from for each task/cost. Costs for a task can be split among funding source as other than District, list numbered funding source from Section 2.	es. For		es, travel, etc. : require self-certifica	ation of expenditure, e.	g. labor, use of	existing inventory, etc.	
Task #	Brief Task Description (Use second sheet, as needed)	Dist	rict (\$)	Other (\$)	Applicant/Partner (\$)	Funding Source # (all that apply from Sect. 2)	Total Task Cost	
1								
	Total task type I costs							
	Total task type II costs							
2								
	Total task type I costs							
	Total task type II costs							
3							_	
	Total task type I costs							
	Total task type II costs							
4								
	Total task type I costs							
	Total task type II costs							
5					1			
	Total task type I costs							
	Total task type II costs							
6								
Total task type I costs								
Total task type II costs								
7								
	Total task type I costs							
	Total task type II costs							







Technology Advancement Program RFP: TAP12-01

# Emissions Reduction Summary Sheet

This is a fillable PDF form. Information in all sections is required to be considered a complete application. This information should summarize the detailed Air Quality Benefit Analysis (RFP Section 7.1.8) submitted with the application.

Section 1 – Project Ir	nformation								
Organization, company, or propr	ietor's name								
Project Title									
Section 2 – Summary	of Primary E	missi	ons						
Annual Primary Use (units = hours, miles, gallons, etc.)	,		ssion Rate of ne Technology		nissions of echnology	Emission Rate Advanced Techn		Annual Emissions with Advanced Technology	Annual Emissions Reduced by Advanced Technology
	NOx								
	ROG/VOC								
(All numbers must include	PM <sub>2.5</sub>								
associated units)	CO₂e								
Section 3 – Summary	y of Secondar	y Emi	ssions (opti	onal)					
Annual Secondary Use (units = starts, trips, etc.)		Emission Rate of Baseline Technology		Annual Emissions of Baseline Technology		Emission Rate with Advanced Technolog		Annual Emissions with Advanced Technology	Annual Emissions Reduced by Advanced Technology
	NOx								
	ROG/VOC								
(All numbers must include	PM <sub>2.5</sub>								
associated units)	CO₂ <i>e</i>								
Section 4 – Total Ani		Redu	ictions Conv	verted to	Pounds	per Year			
NOx lbs/yr	ROG/VOC	lbs/yr	PM <sub>2.5</sub>	lbs/yr	CO₂ <i>e</i>	lbs/yr	Combi	ned NOx+ROG+PM <sub>2.5</sub>	lbs/yr
Section 5 – Incremer	ntal Technolo	gy Co	sts						
Capital Cost (\$)	Technology Life (	(Years) Capital Recov		ery Factor Annualized		d Capital Cost (\$)		nual Expenses (\$)	Total Annual Cost (\$)
Section 6 – Technolo	gy Cost Effec	tivene	ess (dollars	per pour	nd)				
NOx only Cost Effectiveness		\$/lb	NOx+ROG+PM <sub>2</sub> Cost Effectiven		E/Ih		CO₂ <i>e</i> Cost Effectiveness		\$/lb



