

# Request For Proposal

## El Dorado County Air Quality Management District

### FY 11/12 Motor Vehicle Emission Reduction Projects

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**Introduction:** This Request for Proposal (RFP), initiated by the El Dorado County Air Quality Management District (AQMD), is for motor vehicle emission reduction projects or programs in FY 10/11 (July 1, 2010 through June 30, 2011). Project proposals may be from private individuals, private companies, municipalities or government agencies interested in reducing air pollution emissions from motor vehicles. The program is funded by AB2766 DMV Surcharge Fees.

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**Background:** In 1990, Assembly Bill 2766 (AB 2766) was adopted into the California Health and Safety Code Section 44220 - 44247. AB 2766 authorized the Department of Motor Vehicles (DMV) to collect a motor vehicle registration clean air surcharge of \$4 per vehicle. Revenues generated from the \$4 DMV clean air fee were directed to be used for the purposes of reducing air pollution from motor vehicles and other related purposes needed to implement the California Clean Air Act (planning, monitoring, enforcement, and technical studies).

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**Timeline:** The RFP process is scheduled to proceed as follows:

<b>Date</b>	<b>Milestone</b>
January 31, 2011	RFP released to interested parties
March 28, 2011	Proposals due to AQMD
April 15, 2010	AQMD reviews projects for funding
TBD	AQMD Board Hearing to approve distribution (if necessary)
TBD	Contract preparation
TBD	AQMD Board Hearing to approve contract
July 1, 2011	Contract effective date

**Contact:** The contacts for this RFP will be:

Technical	Administrative
Air Pollution Control Officer	Kerri Williams
Air Quality Management District	Env. Management Department
330 Fair Lane	2850 Fairlane Court
Placerville, CA 95667	Placerville, CA 95667
(530) 621-6662	(530) 621-5309

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**Deadline:**

Two copies of all responses to this RFP must be received in the Environmental Management office at 2850 Fairlane Court, Placerville, CA 95667. Responses must be marked **Attn. Kerri Williams, Time Critical, Please hand deliver.** Respondents are advised that:

- Responses will be accepted on a continuous basis after RFP is released.
  - Incomplete responses will not be accepted.
  - All components of the proposal are mandatory.
  - Failure to include all requested information may result in rejection.
  - Minor or inconsequential deviations may be waived by the Air Pollution Control Officer.
  - AQMD reserves the right to reject any and all of the responses to the RFP.
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## What To Include In Your RFP Response

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<b>Our Goal</b>	The AQMD's goal in this RFP process is to identify those projects that provide the most motor vehicle emission reductions at the most cost-effectiveness per ton of emissions reduced.
<b>Response Document</b>	Your RFP response must be a separate written document prepared in narrative form, accompanied by the required attachments. Submittal of a proposal constitutes an agreement to all provisions and conditions set forth in the RFP
<b>Proposal Requirements</b>	Please provide the information requested in <b>Attachment A</b> , "Format for Proposals."
<b>Limitations</b>	This RFP does not commit the AQMD to award a contract, to pay any costs incurred in the presentation of proposals, or to procure or contract for services or supplies. Costs for developing proposals are entirely the responsibility of the respondent and shall not be chargeable to the AQMD. All proposals become the property of the AQMD and will not be returned to the respondents.
<b>Ambiguity, conflict or other errors</b>	<p>If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the respondent shall immediately notify the AQMD of such error and request such modification or clarification of the document.</p> <p>The AQMD may modify the RFP prior to the deadline for proposals by issuance of a revision to all parties who have received the RFP.</p>
<b>Withdrawal of Proposal</b>	A respondent may withdraw his or her proposal by submitting a written request to the Air Pollution Control Officer (APCO), which has been signed by the respondent or authorized agent at any time prior to the proposal submission deadline. The respondent may thereafter submit a new proposal prior to the deadline. Proposal modifications, oral or written, will not be considered after the deadline.

# The Contract

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## **Introduction**

The period of this contract shall be for a period not to exceed one year and shall commence upon the **month, day, year** the contract is signed by the Chair of the AQMD Board of Directors or July 1, 2011, whichever is later. Enclosed, as **Attachment B** is AQMD's standard contract language and insurance requirements for service agreements for your review.

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## **Payment**

The AQMD shall reimburse Contractor only for Contractor's actual time and expenses incurred in the performance of this contract. The AQMD shall not under any circumstances reimburse Contractor for any commitments made by Contractor for services not yet performed or materials not yet received.

The APCO or his designee must approve each task before work is begun. The Contractor shall track costs and provide monthly statement of expenditures by product or service with invoices.

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## **Administration**

The APCO or his designee shall administer the contract. The Contractor shall carry out all elements of the contract to the satisfaction of the APCO.

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## Evaluation Criteria and Selection Process

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### AQMD Discretion

The AQMD reserves the right, without limitation, to reject any and all proposals received, to waive any informality or irregularity in any proposal, or to cancel awarding of the contract and advertise for new proposals, all as the public good may require.

Projects which are eligible for funding under AB923<sup>1</sup> will not be considered for this RFP.

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### Evaluation Criteria

Criteria for evaluating responses will include:

	<b>Evaluation Criteria</b>	<b>Points Possible</b>
A	Cost Effectiveness of Emission Benefits	70
B	Matching Funds	25
C	Project Feasibility	5
	Total	100

Further breakdown of criteria used for evaluation of proposals may be found in **Attachment C**.

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### Award Notification

Respondent(s) chosen by the AQMD will be submitted to the AQMD Board of Directors for funding approval. The AQMD will notify in writing successful/unsuccessful respondents within one week of AQMD Board of Directors decision.

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<sup>1</sup> New School Buses or Carl Moyer qualified projects. For more information see California Air Resources Board website: <http://www.arb.ca.gov/msprog/moyer/ab923/ab923.htm>

## Eligible Project Types List

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### **Motor Vehicle Emission Reduction**

Project proposals designed to reduce mobile source tail pipe emissions by retrofit or replacement of the vehicle. Examples of these projects can include:

1. Replacement of an old light-duty motor vehicle with a new (2010 model or later) light-duty (8500 lbs. or less) electric, hybrid, alternative fuel or other low emitting vehicle that meets the zero emission vehicle (ZEV) standards, alternative technology partial zero emission vehicles (ATPZEV), or partial zero emission vehicle (PZEV) and scrappage of the old motor vehicle being replaced.
2. Replacement of an old medium-duty vehicle with a new (LEV II 2010 model or later) low emitting medium-duty (8501 lbs – 14,000 lbs.) vehicle that meets the ZEV or super low emission vehicles (SULEV) standard and scrappage of the medium-duty vehicle being replaced.
3. Replacement of an old heavy-duty vehicle (14,001 lbs or greater) with a low emission alternative fuel vehicle AFV (2010 model or later) of the same class and scrappage of the heavy-duty vehicle being replaced.
4. Replacement of an old high emitting engine in a heavy-duty vehicle with an alternative fueled low emitting engine (2010 engine or later) and scrappage of the old engine (may also be Carl Moyer Program eligible)
5. Liquefied and compressed natural gas or electric vehicle infrastructure projects

*Other innovative motor vehicle projects reducing tailpipe emissions are encouraged!*

### **Vehicle Miles Traveled (VMT) Trip Reduction**

Project proposals designed to reduce motor vehicle trips by providing alternative methods of travel. Examples of these projects can include:

1. Videoconferencing systems that reduce the vehicle trips of the public to public facilities
2. Construction of public park and ride facilities
3. Subsidies for new commuter vanpools
4. Construction of bike paths that serve schools or employment centers

### **Public Education**

The California Clean Air Act requires that districts include a public education element in their attainment plans. A public education program should effectively deliver a focused message that targets behavioral changes that reduces motor vehicle emissions. These types of public education programs can include:

1. Development and distribution of educational materials educating recipients on what they can do to improve air quality
2. Development and distribution of educational materials educating at-risk populations on the health impacts of poor air quality and how to avoid them
3. Air quality curriculum development and implementation in school districts

*Other innovative public education projects are encouraged*

### **Fugitive PM10 Emission Reduction**

Project proposals designed to reduce fugitive dust (PM10) emissions that result from vehicle activity on public roads. Examples of these projects can include:

1. Paving unpaved dirt public access road(s) that have an average of at least 100 one-way vehicle trips per day or serve a minimum of ten occupied residences
2. Treatment of unpaved dirt public access road(s) with a long-term (lasting at least one year) dust palliative (excluding oil and water) that have an average of at least 100 one-way vehicle trips per day or serve a minimum of ten occupied residences
3. Signage to reduce speed on unpaved public access roads
4. Incremental cost of PM10 efficient street sweeper used on paved public roads

*Other projects that reduce fugitive PM10 from vehicle activity on public roads are encouraged*

# ATTACHMENT A

## FORMAT FOR PROPOSALS

Proposals may be no longer than twenty (20), 8-1/2" x 11" pages. The Exhibit Summary, Request for Proposal Content Checklist, Authorization Letter/Resolution, and Technical Appendices are not included in the page limit. The proposal must include all required information, letters of support, and technical appendices. **All proposals must be submitted in the following format:**

**Exhibit Summary Sheet** - Provide basic information indicated, including a brief project overview in the space provided. The Exhibit Summary Sheet will be the cover of your proposal. (See *Exhibit Summary Sheet*, Appendix 1)

**Request for Proposal Contents Checklist** - Use the checklist sheet to ensure that all of the appropriate contents of the proposal have been included. The checklist shall be page 2 of your proposal. (See *Request for Proposal Contents Checklist*, Appendix 2)

**Authorization Letter/Resolution** - A letter or resolution authorizing the applicant to submit a proposal must be included in the proposal. The letter must include the name, address, telephone number and contact person, and must be signed by the person authorized to represent the proposing entity. For proposals from more than one entity, the letter must be signed by an authorized representative from each entity. Please indicate which entity will be the administrator of the grant.

**Project Description** - Identify the objective(s) of the proposal and describe the scope of work of the proposed project.

**Project Organization/Background** - Provide a very brief description (one page or less: no resumes) of your organization, its need for AB2766 DMV Surcharge Funding for the proposal and its qualifications to successfully carry out the proposed project. Please indicate if your agency has successfully completed a similar project. If sub-contractors are to be used on the project, please identify and state their qualifications, or if sub-contractors have not yet been identified, state the specific qualifications that must be met.

**Emission Benefits/Cost Effectiveness** - This section should clearly state the estimated total lifetime emission reductions of NO<sub>x</sub>, ROG, and PM-10. The calculations and assumptions necessary to derive and support these estimates must be clearly and concisely included in the proposal and will be verified by the AQMD staff. Applicants may use the methodologies included in this RFP as Appendix 3<sup>2</sup>. The Evaluation Committee will be looking for the maximum benefit per dollar spent.

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<sup>2</sup> Available at: <http://www.arb.ca.gov/planning/tsaq/eval/eval.htm>. Must be used with updated (March 2010) emission factors: <http://www.arb.ca.gov/planning/tsaq/eval/emftables.pdf>.



**Work Statement** - Describe separately each phase of the work to be performed. List tasks within each phase of work and describe as necessary. State the sequence of work activities, including a starting date, this date should not be sooner than the contract execution date between the District and Grantee, and a completion date within one year of executed contract. Include all relevant information regarding the technology involved, and the parties directly connected with the project.

**NOTE: WORK STARTED OR COMPLETED PRIOR TO CONTRACT EXECUTION WILL NOT BE REIMBURSED!**

All grant recipients must provide some type of public acknowledgment that their project was funded by the AQMD utilizing AB2766 DMV Surcharge Funds. How this is accomplished will vary by project (e.g. logo/placard on equipment, include acknowledgment in a public education address or pamphlets, etc.), and must be addressed in the proposal.

**Funding Request/Breakdown of Cost** - Briefly describe the proposal to be funded. Include the amount of money requested from the AB2766 DMV Surcharge fund. All applicants are also strongly encouraged to submit alternative funding levels in their proposals.

Include total project costs, including, but not limited to the following:

- o Estimate cost by task and identify source of funding for each task.
- o Itemized list of equipment to be purchased and the proportion of the cost of each piece of equipment to be paid with AB2766 DMV Surcharge funds. The intent of this program is to fund only a portion of the equipment's cost that is related to the provision of an air quality benefit.

**Matching Funds** - Clearly indicate if the matching funds are monetary or in-kind (non-dollar) contributions along with their source. AQMD staff and the Evaluation Committee will review all matching funds for availability and to verify eligibility. Any funds that are deemed ineligible will not be used in determining cost-effectiveness, matching funds and total project costs.

Provide proof (letter of commitment) that the matching funds are currently available from each funding source. Any funds that are designated in the application as matching funds must be available when the grantee enters into a contract with the AQMD. If identified matching funds are no longer available, it may be grounds for eliminating a project.

**Schedule of Deliverables/Monitoring Program** - Provide a list of all work products or deliverable items and their anticipated dates of delivery. The schedule must not extend beyond one year of the date of the executed contract. A monitoring program is required for all projects. Describe how the project objectives will be measured and reported to the AQMD on a quarterly basis.

# ATTACHMENT B

---- SAMPLE ----

## FUNDING AGREEMENT NO. XXX-DMV-11/12-BOS

### WITH XYZ

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**This Agreement No. XXX-DMV-11/12-BOS** made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT**, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and **XYZ**, (hereinafter referred to as "CONTRACTOR");

#### WITNESSETH:

**WHEREAS**, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

**WHEREAS**, AB 2766, codified in California Health and Safety Code section 44220, et seq., authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the AQMD, and the Governing Board of the AQMD has imposed said fee; and

**WHEREAS**, said legislation requires the AQMD to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, CONTRACTOR has proposed a Project that meets the eligibility criteria of the AQMD and that has been approved by AQMD for funding; and

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

**NOW, THEREFORE**, AQMD and CONTRACTOR mutually agree as follows:

## **1. PROJECT**

CONTRACTOR shall perform all activities and work necessary to complete the *Project Description* (hereinafter referred to as "Project"); set forth in the fully described "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference. 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 said Proposal.

In the event of any conflict between or among the terms and conditions of this Agreement, the Proposal 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. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2010-2011.

## **2. PERIOD OF PERFORMANCE/TIMETABLE**

CONTRACTOR shall commence performance of work and produce all work products in accordance with the Work Statement and deadlines for performance identified in the Proposal of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

If requested by the AQMD, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, 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. CONTRACTOR shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

### **3. TERM**

The term of this Agreement shall be for the period of July 1, 2011 through June 30, 2012 unless terminated earlier in accordance with Article 7, Termination.

### **4. COMPENSATION**

AQMD will pay the CONTRACTOR the sum of xxx DOLLARS AND NO CENTS (\$xx) as follows:

CONTRACTOR shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event funding from other sources for the total cost of the Project is not received by CONTRACTOR, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, CONTRACTOR agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to CONTRACTOR. The AQMD is not obligated to pay CONTRACTOR for administrative costs exceeding five percent of the actual total cost of the Project.

The total obligation of the AQMD under this Agreement shall not exceed xxx DOLLARS AND NO CENTS (\$xx).

A. **PAYMENTS:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse CONTRACTOR quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: *Air Pollution Control Officer*. Payment shall be made to CONTRACTOR by the AQMD upon submission and evaluation of the CONTRACTOR'S invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within forty five (45) calendar days of verification.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the CONTRACTOR. The 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 to any and all subcontractors as provided.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

In no event shall compensation paid by the AQMD to the CONTRACTOR for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 above.

**B. Surplus Funds:** Any compensation under this agreement, which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to the AQMD. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.

**C. Closeout Period:** All final claims shall be submitted by CONTRACTOR within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by AQMD 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 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 the CONTRACTOR thirty (30) days prior written notice.

## **6. INDEPENDENT CONTRACTOR LIABILITY**

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of CONTRACTOR'S employees, associates, and subcontractors, in connection with the installation, operation, use and maintenance of the Project.

## 7. TERMINATION

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

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the AQMD; or
4. Improperly performed services.

In no event shall any payment by the AQMD constitute a waiver by the AQMD of any breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the AQMD with respect to the breach or default. The AQMD shall have the right to demand of the CONTRACTOR the repayment to the AQMD of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

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

B. **Without Cause:** Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, the AQMD shall, subject to paragraph 4, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon

such termination, all the work product produced by CONTRACTOR shall be promptly delivered to the AQMD.

## **8. CHANGES TO AGREEMENT**

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **9. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold the AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR'S activities and work necessary to complete the Project unless such claim, loss, damage, injury or death is the result of the sole or active negligence of the AQMD. This duty of CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

## **10. AUDITS AND INSPECTIONS**

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by



CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse AQMD 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 three (3) 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.

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under Agreement (Government Code Section 10532).

**11. NOTICES TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be in duplicate and addressed as follows:

**CONTRACTOR**

**AQMD**

El Dorado County  
Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667  
Attn: Air Pollution Control Officer

**12. 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 the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

### **13. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the CONTRACTOR including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

### **14. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

### **15. VENUE**

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

### **16. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**17. AGREEMENT ADMINISTRATOR**

The AQMD Officer or employee with responsibility for administration of this Agreement is the Air Pollution Control Officer or her successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is *Name*, or his successor.

**18. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**19. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**AGREEMENT ADMINISTRATOR CONCURRENCE:**

**By:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

*Name*  
**Air Pollution Control Officer**  
**El Dorado County Air Quality Management District**

**REQUESTING DEPARTMENT CONCURRENCE:**

**By:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

*Name*  
**Air Pollution Control Officer**  
**El Dorado County Air Quality Management District**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first herein below written.

**CONTRACTOR**

**AQMD  
EL DORADO COUNTY  
AIR QUALITY MANAGEMENT DISTRICT**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Chair**

**Attest:  
Suzanne Allen de Sanchez,  
Clerk of the Board**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

# ATTACHMENT C

## PROPOSAL EVALUATION CRITERIA

The following criteria are included for reference purposes only. Applicants are not required to complete the mathematical calculations that are enclosed herein.

Applicants should be aware that the project design may be as important as the project type. It is important to remember that projects should be designed to achieve the maximum score possible. Applicants may wish to review the criteria in order to determine whether their proposal will be competitive.

The points identified on the following pages are provided as a range from which the Evaluation Committee will determine a score.

## SUMMARY OF PROPOSAL EVALUATION CRITERIA

<u>Points</u>	<u>Criteria</u>
70	Cost Effectiveness of Emission Benefits
25	Matching Funds
5	Project Feasibility
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100	Total Possible Points

**COST EFFECTIVENESS OF EMISSION BENEFITS Points: 70**

Points will be awarded based on the cost effectiveness of lifetime emission benefits for both total project costs and AQMD funded project costs. The only criteria pollutants that will be used to compute total estimated emission reductions are NOx, ROG, and PM10 (Do not include CO).

**A. Annualized Cost Effectiveness of Emission Benefits for Total Project Costs**

<u>Points</u>	<u>Criteria for Lifetime Emission Benefits for Total Project Costs</u>
45	\$0 - 49/lb.
40	\$50 - 99/lb.
35	\$100 - 149/lb.
30	\$150 - 199/lb.
25	\$200 - 299/lb.
20	\$300 - 399/lb.
15	\$400 - 499/lb.
10	\$500 – 999/lb
5	>\$1000/lb or no direct quantifiable emission benefits.

**B. Annualized Cost Effectiveness of Emission Benefits for AQMD Funded Project Costs**

<u>Points</u>	<u>Criteria for Lifetime Emission Benefits for AQMD Funded Project Costs</u>
25	\$0 - 24/lb.
20	\$25 - 49/lb.
15	\$50 - 74/lb.
10	\$75 - 99/lb.
5	>\$100/lb or no direct quantifiable emission benefits.

**MATCHING FUNDS            Points: 25**

Points will be awarded based on the commitment of matching funds by the applicant, which includes both available and budgeted monetary (hard dollars) and in-kind (non-monetary) support.

**Percentage of Total Co-Funding**

<u>Points</u>	<u>Criteria</u>
25	75% or more of total project cost from other funds
20	51-74% of total project cost from other funds
15	25-50% of total project cost from other funds
10	10-24% of total project cost from other funds
5	Less than 10% of total project cost from other funds

**PROJECT FEASIBILITY    Points: 5**

Points will be awarded on the ability of the applicant to successfully complete a grant. Points may be deducted for applicants whose previous grant performance is not consistent with the commitments made in their previously funded proposal. This may include: failure to execute a contract, numerous contract extensions, or poor grant performance.

**Ability of Applicant to Complete Project Within One Year**

<u>Points</u>	<u>Criteria</u>
5	Applicant has the potential to successfully complete the project within one year of contract execution.
0	Applicant does not have the potential to successfully complete the project within one year of contract execution.



## **Tie Breaker**

In the event where projects receive similar scores and available funds are reaching the point of depletion, the Evaluation Committee will place a higher priority on the type of project as follows:

### **Category I** (Priority One)

- Enhanced Transit/Shuttle Service Projects
- Alternative Fuels Projects (California Air Resources Board (CARB) certified to Zero Emission Vehicle (ZEV) and Ultra Low Emission Vehicle (ULEV) standards only.
- Trip Reduction Projects
  - Employer Based Trip Reduction
  - Telecommunications/Distance Education
- Park and Ride Projects

### **Category II** (Priority Two)

- Large Scale Traffic Signal Synchronization Projects
- Bicycle/Pedestrian Facilities

# Appendix 1

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## *Exhibit Summary Sheet*

**EXHIBIT SUMMARY SHEET (Cover)**

(This is a summary only. You must also supply the detailed information as requested on the RFP)

**Applicant:**

**Contact Person:**

**Address:**

**Telephone #:**

**FAX #(optional):**

<b>Project Budget</b>	<b>AB 2766 Funds</b>	<b>\$ Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$	\$

<b>Alternative Project Budget</b>	<b>AB 2766 Funds</b>	<b>\$ Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
<i>Materials</i>	\$	\$	\$	\$
<i>Personnel</i>	\$	\$	\$	\$
<i>Other</i>	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$	\$

<b>Estimated Emission Reductions/Cost-Effectiveness</b>	<b>As Proposed</b>	<b>Alternate Funding Level</b>
Useful Life of Project (years)		
Total Lifetime Emissions Reduced (lbs. Of ROG, Nox, PM-10)		
Annualized Cost-Effectiveness (total project costs)*		
Annualized Cost-Effectiveness (AQMD Funded project costs)*		

\*: See Appendix 3 for instructions

**Brief Project Description:**

# Appendix 2

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## *Request for Proposal Contents Checklist*

## REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: \_\_\_\_\_

**Please complete and attach this checklist with your application.**

- Exhibit Summary Sheet (Cover) – page \_\_\_\_\_
- Request for Proposal Contents Checklist (Second Page) – page \_\_\_\_\_
- Authorization Letter/Resolution page \_\_\_\_\_
- Project Description – page \_\_\_\_\_
- Project Organization/Background – page \_\_\_\_\_
- Emission Benefits/Cost Effectiveness – page \_\_\_\_\_  
*(Must utilize March 2010 Emission Factors)*
- Work Statement – page \_\_\_\_\_
- Funding Request/Cost Breakdown – page \_\_\_\_\_
- Matching Funds – page \_\_\_\_\_
- Schedule of Deliveries/Self-Monitoring Program – page \_\_\_\_\_
- Local TPA Review (When Applicable) – page \_\_\_\_\_
- 2 Copies of Proposal – page \_\_\_\_\_

# Appendix 3

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*Methods to Find the  
Cost-Effectiveness of  
Air Quality Projects  
(must use March 2010 Emission Factors)*

**Note:** *Automated Methods to Calculate Cost-Effectiveness for the Project and other Cost-Effectiveness Analysis Tools and Information can be found at CARB website: <http://www.arb.ca.gov/planning/tsaq/eval/eval.htm>*